



**REQUEST FOR:
RESOURCE CONSERVATION AND RECOVERY ACT
CORRECTIVE ACTION COMPLETE WITH
CONTROLS DETERMINATION**

**PONTIAC CENTERPOINT CAMPUS
PONTIAC, MICHIGAN**

U.S. EPA NO. MID 005 356 902

**Prepared for:
Revitalizing Auto Communities Environmental Response (RACER)
Trust**

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LIST OF ACRONYMS

AOI	Area of Interest
CACC	Corrective Action Complete with Controls Determination
CMP	Corrective Measures Proposal
CRA	Conestoga-Rovers & Associates
GMC	General Motors Corporation
gpd	gallons per day
IM	Interim Measure
LTMP	Long-Term Monitoring Plan
MDEQ	Michigan Department of Environmental Quality
MLC	Motors Liquidation Company
MPE	Multi-Phase Extraction
NFA	No Further Action
PAL	Pneumatic Air-Lift
PF	Pneumatic Fracturing
PPE	Personal Protective Equipment
PTI	Permit to Install
RACER	Revitalizing Auto Communities Environmental Response (RACER) Trust
RCRA	Resource Conservation and Recovery Act
RFI	RCRA Facility Investigation
SWMU	Solid Waste Management Unit
U.S. EPA	United States Environmental Protection Agency
UST	Underground Storage Tank
VOC	volatile organic compound

1.0 INTRODUCTION

1.1 PURPOSE

Conestoga-Rovers & Associates (CRA) has prepared this Request for Resource Conservation and Recovery Act (RCRA) Corrective Action Complete with Controls Determination (CACC) on behalf of Revitalizing Auto Communities Environmental Response (RACER) Trust (the successor through bankruptcy to Motors Liquidation Company [MLC] and General Motors Corporation [GMC]) for the Centerpoint Business Campus located in Pontiac, Michigan (Site or Facility). The United States Environmental Protection Agency (U.S. EPA) Identification Number for the Facility is MID 005 356 902.

This request has been prepared according to the U.S. EPA Final Guidance on Completion of Corrective Action Activities at RCRA Facilities (U.S. EPA, February 2003) with input from U.S. EPA Region 5 personnel. It is noted that this request does not include the DUCO Stores Underground Storage Tank (UST), Area of Interest (AOI) 50 nor any associated releases [see Section 3.4.1]. In particular, the Facility meets the following criteria for issuing a CACC:

- ***Enforceable Mechanism*** - GMC and U.S. EPA signed Consent Order 5-RCRA-013-98 in September 1998, to govern Interim Measures (IMs), a RCRA Facility Investigation (RFI), and a Corrective Measures Proposal (CMP). This Consent Order was terminated on May 1, 2008. GMC and U.S. EPA signed Consent Order RCRA-05-2007-0009 on May 29, 2007, to govern institutional controls and long-term monitoring. These Consent Order documents are provided in Appendix A.
- ***Corrective Measures Defined*** - Corrective Measures were selected by U.S. EPA in its Response to Comments and Final Decision (Final Decision) dated August 3, 2006, which is provided in Appendix B.
- ***Corrective Measures Complete and Compliance/ Monitoring Remaining*** - Corrective Measures are complete and Site-specific cleanup objectives have been met as discussed in Section 3.0. The only remaining activities are continued compliance with institutional controls and reporting associated with long-term monitoring, as discussed in Section 4.0. Underground storage tank (UST) closure in accordance with Michigan Department of Environmental Quality (MDEQ) requirements is nearing completion, but is not required under RCRA. No ongoing operation and maintenance is required at the Site.

1.2 REPORT ORGANIZATION

This Report is organized as follows:

- Section 2.0 - Background - describes the Facility, and summarizes the Facility history, significant investigation and remediation activities and RCRA report submittals
- Section 3.0 - Selected Corrective Measures - summarizes the proposed Corrective Measures, objectives, and status
- Section 4.0 - Remaining Corrective Measures Activities - summarizes the remaining activities at the Facility associated with Corrective Action
- Section 5.0 - Conclusions
- Section 6.0 - References Cited

Figures, tables, and appendices are presented following the text.

2.0 BACKGROUND

2.1 FACILITY DESCRIPTION AND HISTORY

The Facility encompasses approximately 400 acres of land and is located in Sections 3 and 4 of Township T2N, Range R10E, City of Pontiac, Oakland County, Michigan, as presented on Figure 2.1. The Facility is generally bordered by South Boulevard to the north, the Grand Trunk Western Railroad to the south, Opdyke Road to the east, and Martin Luther King Jr. Boulevard to the west. Land use to the north of the Facility is primarily industrial; to the east and south, residential; and to the west, a combination of residential, industrial and commercial.

In 1927, the Facility began producing medium and heavy duty trucks and buses at the former Pontiac Central Manufacturing and Assembly Plant, which was formerly located in the north central portion of the Facility. Major manufacturing activities associated with the production of these vehicles included machining, stamping, plating, smelting, fiberglass laminating, heat treating, painting, and sealing. Subsequent operations were expanded to include more than 60 manufacturing and office buildings.

In August 1990, manufacturing operations at the former Pontiac Central Manufacturing and Assembly Plant were discontinued. Between 1991 and 1995, the plant was decommissioned, and all buildings (approximately 3 million square feet) were demolished except for the slab and structural steel on approximately 1 million square feet. The area was redeveloped as the Centerpoint Business Campus, which is a large-scale industrial and commercial business development. The Historic Facility Plan and Current Facility Plan are presented on Figure 2.2 and Figure 2.3, respectively.

2.2 PRE-RFI INVESTIGATIONS AND REMEDIAL ACTIONS

A total of 84 Areas of Interest (AOIs) were identified by GMC in the Review of Existing Conditions Report (CRA, September 1995) and Supplemental Review of Existing Conditions Report (CRA, December 1995). These reports concluded that no further action (NFA) was necessary at the majority of the AOIs. The locations of the 19 AOIs where further action (investigation and/or remediation) was warranted are presented on Figure 2.4. Major investigations and/or remediations were conducted at 12 AOIs prior to the RFI, to support redevelopment at the Facility, as summarized in Table 2.1.

2.3 INTERIM MEASURES AND RFI ACTIVITIES

A RCRA Corrective Action 3008(h) Administrative Order on Consent (5-RCRA-013-98) was signed by the U.S. EPA and GMC in September 1998. This Consent Order required GMC to conduct RCRA corrective actions at seven Solid Waste Management Units (SWMUs), which were included in the 84 AOIs identified previously. Two of the seven SWMUs/AOIs (Former J-Lot and Former Coal Pile Storage Area) were addressed as IMs and the remaining five SWMUs/AOIs were investigated under the RCRA Facility Investigation (RFI), as summarized in Table 2.1. The results of the IMs were presented in the Former J-Lot Area Construction Certification Report (CRA, March 1998), the RCRA Interim Measure Investigation and Design Report - Former Coal Pile Storage Area (CRA, April 1999), and the Addendum to RCRA Interim Measure Investigation and Design Report - Former Powerhouse Coal Pile Storage Area (CRA, April 2000). The results of the RFI activities were summarized in the RFI Report submitted in November 2000 (revised October 2005).

Consent Order 5-RCRA-013-98 was terminated on May 1, 2008. The order termination is reproduced in Appendix A.

2.4 CORRECTIVE MEASURES PROPOSAL

Corrective measures for the Facility were proposed in the CMP (CRA, April 2006). U.S. EPA selected the following final corrective measures in the Final Decision (U.S. EPA, August 2006):

- No further action (i.e., no need for active remediation, engineering controls, or institutional controls to restrict land or resource use):
 - SWMU #6/AOI #42 - Building 53 Tank Area
 - AOI #44 - Building 43 Remediation
 - SWMU #33/AOI #45 - Former South Retention Pond
- Institutional controls (deed restriction, see Figure 2.5) to prohibit use of shallow groundwater for potable use and restrict land use for any purpose other than commercial/industrial:
 - AOI #16 - Former Building 29 Tank Farm
 - SWMU #34/AOI #46 - North Retention Pond
 - SWMU #32/AOI #49 - Former Coal Pile Storage Area

- SWMU #31/AOI #54 – Former Surface Impoundment
- SWMU #29/AOI #66 – Wastewater Treatment Plant
- AOI #69 – Container Storage Area (Wastewater Treatment Plant)
- SWMU #3/AOI #74 – Container Storage Area (Pontiac Assembly Center)
- SWMU #2/AOI #75 – Former East Tank Farm
- SWMU #30/AOI #79 – Former J-Lot Fill Area
- AOI #82 – Former Paint Mix Room Retention Tank
- AOI #83 – Dock 65
- AOI #84 – Former Tank Farm Area
- Recovery of light non-aqueous phase liquid (LNAPL), long-term groundwater monitoring and institutional controls (land and groundwater use as identified above):
 - AOI #53 – Building 33 LNAPL
- Closure under Michigan Act 451 Part 213 and institutional controls (land and groundwater use as identified above):
 - AOI #50 – DUCO Stores
 - AOI #52 – Building 35 Tank Farm
- Passive groundwater recovery from MW-1, long-term groundwater monitoring, institutional controls (land and groundwater use as identified above), and institutional controls to restrict a portion of the burn pile to prevent exposure to workers not wearing personal protective equipment (PPE) and prevent the construction of a building:
 - AOI #71 – Burn Pile

The corrective measures for each AOI are summarized in Table 2.1. A copy of the U.S. EPA's Final Decision is included in Appendix B. A RCRA Corrective Action 3008(h) Administrative Order on Consent (RCRA-05-2007-0009) was signed by the U.S. EPA and GMC in May 2007 to implement U.S. EPA's Final Decision. This Consent Order is included in Appendix A.

3.0 SELECTED CORRECTIVE MEASURES

As discussed in Section 2.4, the selected corrective measures for the Facility included:

- Institutional controls to prohibit use of shallow groundwater for potable use, restrict land use for any purpose other than commercial/industrial, and restrict a portion of the burn pile (AOI #71) to prevent exposure to workers not wearing PPE and prevent the construction of a building
- Recovery of light non-aqueous phase liquid (LNAPL)
- Implementation of a long-term groundwater monitoring program
- UST closure under Michigan Act 451 Part 213

Each corrective measure, objective, and current status are explained further in the following sections.

3.1 INSTITUTIONAL CONTROLS

A Declaration of Restrictive Covenant was recorded with the Oakland County Register of Deeds (RC-WHMD-111-07-003, dated March 30, 2007 and recorded April 12, 2007), and was incorporated into Consent Order RCRA-05-2007-0009, dated May 29, 2007 (see Appendix A). The Declaration of Restrictive Covenant was recorded to: 1) prohibit use of shallow groundwater for potable use on areas of the property shown on Figure 2.5; 2) restrict the uses of the property shown on Figure 2.5 for any purpose other than those characterized by the MDEQ as Limited Commercial II, Limited Commercial III, Limited Commercial IV, and Limited Industrial, unless otherwise agreed to by GM and U.S. EPA and in consultation with MDEQ; and 3) restrict a portion of the burn pile (AOI #71) to prevent exposure to workers not wearing required PPE and prevent the construction of a building.

Upon successful implementation of alternative/additional corrective measures, if any, and upon approval from U.S. EPA and in consultation with the MDEQ, the Restrictive Covenants may be revised to eliminate those restrictions that are no longer necessary.

Additionally, as Site redevelopment activities may warrant, portions of the property may be separated for sale, and the Restrictive Covenants for the individual parcel may be modified to only include restrictions appropriate for the parcel, upon U.S. EPA approval and in consultation with the MDEQ.

3.2 LNAPL RECOVERY

LNAPL recovery was selected as a corrective measure for the following areas:

- AOI #53 – Former Building 33 Free Product Area (LNAPL Areas 1 and 2)
- AOI #71 – Burn Pile

3.2.1 LNAPL RECOVERY AT AOI #53 (FORMER BUILDING 33 FREE PRODUCT AREA) – LNAPL AREA 1

The Final Decision selected LNAPL recovery via multi-phase extraction (MPE) for AOI #53 in order to address the following remedial drivers:

- Observed in-well LNAPL thicknesses up to 10.2 feet (pre-MPE)
- Potential soil gas explosivity risk based on well headspace LEL measurements and calculations based on soil concentrations (volatilization of petroleum constituents from LNAPL into soil gas)
- Potentially significant exposures from the volatilization from subsurface and potential vapor migration into indoor air

A remedial pilot study was conducted between December 2004 and February 2005, to evaluate the effectiveness of MPE and assess any added benefits of utilizing pneumatic fracturing (PF) for enhanced recovery. The pilot study methodology was provided in the Work Plan for the Remedial Pilot Study (CRA, November 2004) and the results were presented in the Remedial Pilot Study Report (CRA, May 2006). The hydrocarbons recovered during the pilot study consisted of free phase (free product), dissolved phase, and vapor phase. The overall hydrocarbon mass removal rates were highest during the first two weeks of the pilot study and steadily decreased over time. A total of approximately 3,097 gallons of LNAPL equivalent were recovered during the pilot study, including 53 percent as free phase, 47 percent as vapor phase, and 0.001 percent as dissolved phase. It was demonstrated that MPE would be an effective and aggressive method to perform LNAPL recovery at LNAPL Area 1.

Implementation of the full-scale MPE system was proposed to U.S. EPA in the Corrective Measures Proposal (CRA, April 2006). A supplemental subsurface

investigation was undertaken in May 2006 to refine the delineation of LNAPL Area 1 and to optimize the layout of extraction wells prior to the implementation of the MPE system. The detailed methodology for installation and operation of the system was provided to U.S. EPA in the Corrective Measures Work Plan, Former Building 33, LNAPL Area 1 (CRA, August 2006). A network of extraction and LNAPL perimeter monitoring wells was installed in June 2006 and August 2006 (i.e., RW33-1 through RW33-33). The State of Michigan Air Permit to Install (PTI) allowing the installation of the MPE system equipment was issued on April 4, 2006 (revised April 10, 2006). Equipment was mobilized to the Site and installed between May 2006 and July 2006. Full-scale operation of the system commenced on September 6, 2006. Details on the full-scale operation were presented in the Corrective Measures Implementation Report, LNAPL Recovery by Multi-Phase Extraction, Former Building 33, LNAPL Area 1 (CRA, April 2009).

An aggressive operational strategy was implemented in which the number and groupings of active extraction wells were varied over time to maximize recovery, evaluate different operating conditions, and control the volume of recovered groundwater. Beginning in April 2007, the extraction network was arranged into six extraction configurations compromised of 11 to 12 wells each. These configurations were designed to allow the complete coverage of the plume while maintaining an optimal number of active extraction wells. In general, extraction was cycled to the next configuration when recovery rates decreased to (or were stable from commencement at) a rate of less than 5 gallons per day (gpd). After two complete cycles of the six primary extraction configurations, a 2-week shutdown period was implemented on September 9, 2008 to allow hydraulic conditions to return to static and monitor the extraction network for the presence of LNAPL. Final extraction was discontinued, with the approval of U.S. EPA, on October 15, 2008.

A total of approximately 2,786 gallons of LNAPL equivalent were recovered during full scale operation, including 4.8 percent (133 gallons) as free phase and 95.2 percent (2,653 gallons) as vapor phase. This proportional recovery varies significantly compared with the free phase recovery during the MPE pilot study and suggests that the bulk of the recoverable liquid free product was recovered during the MPE pilot study.

The Final Decision (U.S. EPA, August 2006) stated the following corrective measures end-point criterion for LNAPL recovery at AOI #53: "Free-phase LNAPL will be removed to the extent practical where risk to human health is present." The Corrective Measures Work Plan, Former Building 33, LNAPL Area 1 (CRA, August 2006) established the end-point criterion for the operation of the MPE system as: "Operation

of the system will be deemed complete when the recovery rate exhibits a sustained asymptotic trend. Following this point, further recovery with MPE technology will be impracticable. Remaining residual LNAPL will be assumed to be effectively unrecoverable." A sustained asymptotic recovery trend was demonstrated after approximately 5,800 operating hours, based on the declining daily recovery rate and the cumulative recovery over time. The average daily recovery rate was approximately 22 gpd between 0 to 38 days (operating time), 8 gpd between 39 to 227 days, and 2 gpd between 228 to 481 days.

CRA collected soil, groundwater, LNAPL, and soil gas data between April and July 2009 to establish the post-Corrective Measures environmental conditions at LNAPL Area 1. The purpose of this evaluation was to determine whether any potentially unacceptable exposures exist following the completion of the MPE remedy. The results of the post-MPE evaluation indicated that all risks to human health and the environment associated with LNAPL Area 1 that were identified in the Final Decision have been addressed. Details are presented in the Post-Corrective Measures Evaluation Report, AOI 53 - Former Building 33, LNAPL Area 1 (CRA, January 2010).

3.2.2 LNAPL RECOVERY AT AOI #53 (FORMER BUILDING 33 FREE PRODUCT AREA) - LNAPL AREA 2

The Final Decision (U.S. EPA, August 2006) concluded that LNAPL Area 2 conditions did not pose a significant human health risk, but passive recovery of the LNAPL would continue to the extent practical. Passive recovery at wells MW33-32 and MW33-33 commenced on April 9, 2007 and continued through MPE system decommissioning until January 12, 2009.

A total of 36 recovery events were conducted. When LNAPL thickness in excess of 1-inch was encountered, the well was purged of LNAPL using a bailer or pump. When LNAPL thickness was less than 1-inch, an LNAPL-only absorbent sock was used to passively recover the product. Less than 2 gallons of LNAPL were recovered from MW33-32 and 38 gallons of LNAPL were recovered from MW33-33.

GM requested termination of LNAPL recovery in a letter dated April 8, 2009, and U.S. EPA concurred in a letter dated May 6, 2009.

3.2.3 LNAPL RECOVERY AT AOI #71 (BURN PILE AREA)

The Final Decision (U.S. EPA, August 2006) concluded that passive recovery from MW-1 would be conducted for the duration that recovery is practical. The Long-Term Monitoring Plan (LTMP) (CRA, November 2007) stated that passive recovery would continue during the period of groundwater monitoring at the Burn Pile, which consisted of 2 years of semi-annual monitoring. As discussed in Section 3.3, the 2-year monitoring period was initiated following completion of MPE operation in October 2008. However, the passive recovery conducted during MPE operation, between August 2007 and November 2008, satisfies the intent of the LTMP.

Passive LNAPL recovery activities at the Burn Pile included monitoring LNAPL thickness in MW-1 and LNAPL recovery with absorbents. No LNAPL was observed in 20 of the 26 monitoring/recovery events, and the maximum thickness observed was 0.19 inch.

GM requested termination of LNAPL recovery in a letter dated April 8, 2009, and U.S. EPA concurred in a letter dated May 6, 2009.

3.3 LONG-TERM MONITORING PROGRAM

The LTMP (CRA, November 2007) included groundwater and LNAPL monitoring at AOI #53 (Former Building 33 Free Product Area) and AOI #71 (Burn Pile Area) for 2 years. The 2-year monitoring period was initiated for both areas beginning in October 2008, when operation of the MPE system ceased at AOI #53.

3.3.1 MONITORING AT AOI #53 (FORMER BUILDING 33 FREE PRODUCT AREA)

The monitoring program for AOI #53 includes:

- Monthly LNAPL thickness monitoring within LNAPL Area 1 for 6 months after shutdown of the MPE system, and semi-annually for the balance of the 2 years, to evaluate potential LNAPL recharge
- Monthly monitoring of 26 perimeter monitoring wells for the presence of LNAPL in LNAPL Area 1 and LNAPL Area 2 for 6 months after shutdown of the MPE system, to ensure that the LNAPL is not moving beyond the defined boundary

- Semi-annual groundwater sampling at ten monitoring wells (MW33-21R, MW33-27R, MW33-30R, MW33-34, MW33-35, MW33-36, MW35-7, MW35-8, MW35-14, and MW35-15), for select volatile organic compounds (VOCs) (benzene, toluene, ethylbenzene, xylene, methyl tertiary butyl ether, and trimethyl benzene isomers) to ensure that VOC concentrations are either stable or decreasing
- Semi-annual groundwater elevation measurement at the ten monitoring wells identified above to evaluate the groundwater flow direction

The following monitoring has been conducted to date:

- Monthly LNAPL thickness monitoring within LNAPL Area 1 for 6 months after shutdown of the MPE system and semi-annually in April and October 2009, and in April and October 2010
- Monthly monitoring of 26 perimeter monitoring wells for the presence of LNAPL in LNAPL Area 1 and LNAPL Area 2 for 6 months after shutdown of the MPE system
- Groundwater sampling at the ten monitoring wells identified above for select VOCs (benzene, toluene, ethylbenzene, xylene, methyl tertiary butyl ether, and trimethyl benzene isomers) in April and October 2009, and in April and October 2010
- Groundwater elevation measurement of the ten monitoring wells identified above in April and October 2009, and in April and October 2010

In addition, the LTMP identified that select recovery wells within the LNAPL zone would be monitored to evaluate potential vapor recharge. However, in discussion with U.S. EPA, it was determined that targeted soil gas sampling, based on geology and LNAPL presence, would be more appropriate. Therefore, soil gas sampling was conducted as discussed in Section 3.2.1.

3.3.2 MONITORING AT AOI #71 (BURN PILE AREA)

The monitoring program for AOI #71 includes:

- Semi-annual sampling of eight monitoring wells (MW-111, MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, and MW-119), for TCL VOCs to ensure that impacted groundwater is stable and not migrating beyond the extent of the Burn Pile area

- Semi-annual groundwater elevation measurement of the eight monitoring wells identified above to evaluate the groundwater flow direction
- LNAPL monitoring at MW-1

Groundwater elevation measurement and sampling for TCL VOCs was conducted at the eight monitoring wells identified above in April and October 2009, and in April and October 2010. As discussed in Section 3.2.3, LNAPL monitoring and passive recovery at MW-1 was conducted between August 2007 and November 2008. LNAPL monitoring at MW-1 was conducted in April and October 2009, and in April and October 2010. During these monitoring events, trace or no LNAPL was identified. Because LNAPL is generally not present in MW-1, or present in only trace amounts, further recovery of LNAPL at the burn pile (AOI #71) is deemed impracticable as previously approved by the U.S. EPA.

3.3.3 REPORTING

The first Annual Report was submitted to U.S. EPA before March 1, 2010. The report contained a discussion of 2009 field activities (groundwater sampling, groundwater elevation monitoring, LNAPL gauging) and a presentation of analytical results. The second Annual Report will be submitted to U.S. EPA by March 1, 2011, and will re-evaluate the entire program and propose termination of monitoring if the dissolved and LNAPL plumes are stable. The 2010 sampling and LNAPL gauging data will be compared to historical data for the purpose of verifying stability of the groundwater and LNAPL impacts in each area. This will be demonstrated for the dissolved plume with either two consecutive monitoring events below MDEQ drinking water criteria, or no statistically significant increasing trend over the 2-year monitoring period. This will be demonstrated for the LNAPL plume with no measurable LNAPL observed in the perimeter monitoring wells, as specified in the LTMP, over the 2-year monitoring period.

3.4 UST CLOSURE

UST closure is required under Michigan Act 451 Part 213 is for the following areas:

- AOI #50 – DUCO Stores
- AOI #52 – Building 35 Tank Farm (Dyno Tanks)

3.4.1 UST CLOSURE AT AOI #50 (DUCO STORES)

Soil and groundwater samples were collected to delineate the extent of impact at AOI #50. No constituents were detected above generic Part 213/201 criteria in the soil samples collected from the 2007 and 2008 soil borings. The extent of impacted soil and groundwater is limited to the former UST area and groundwater immediately north of the former USTs. Based on the groundwater flow direction (north-northeast) and the analytical results, the impacted groundwater associated with the DUCO Stores releases is not migrating off Site and is not expected to migrate off Site. A Restrictive Covenant was completed specific to DUCO Stores Confirmed Releases C-0235-90, C-0776-90 and C-1831-91 in compliance with Michigan Act 451, Part 213 and is recorded with Oakland County as Liber 42390, Pages 712-731. A restricted Tier 1 Industrial closure of releases C-0235-90, C-0776-90 and C-1831-91 was submitted to the MDEQ in October 2010. MDEQ did not accept the closure report as described in an Audit of Corrective Actions letter dated April 20, 2011. CRA prepared a Response to MDEQ Comments letter in May 2011 and stated that CRA and RACER would like to meet with the MDEQ and discuss this Response and any other issues necessary to properly address Release Nos. C-0235-90, C-0776-90, and C-1831-91 in accordance with Part 213. When the referenced releases have been addressed, a CACC determination will be requested from U.S. EPA for this AOI.

3.4.2 UST CLOSURE AT AOI #52 (BUILDING 35 DYN0 TANKS)

No constituents were detected above generic Part 213/201 criteria in the soil samples collected from the soil borings around the Dyno Tank excavation. Groundwater monitoring wells near the Dyno Tank release (MW35-3-05 and MW35-10-06) and the outlying monitoring wells (MW35-6-06, MW35-15-06, MW35-12-06, MW35-13-06, and MW35-14-06) were sampled, and groundwater elevations were measured, on a quarterly basis for 2 years. The purpose of the quarterly groundwater sampling was to monitor concentration trends and ensure that the dissolved phase plume is not expanding beyond the on-site monitoring well network. Based on the analytical results, the concentrations of the chemicals of concern (COCs) have generally decreased and the dissolved phase plume is not expanding. A Restrictive Covenant with a legal survey of the property and limits of land and resource use restrictions was completed specific to Dyno Tanks #7 and #8 Confirmed Release C-0202-05 in compliance with Michigan Act 451, Part 213 and is recorded with Oakland County as Liber 41821, Pages 853 - 872.

A restricted Tier 1 Industrial closure of release C-0202-05 was submitted to the MDEQ in March 2010 and according the MDEQ, the release is closed as of September 17, 2010.

4.0 **REMAINING CORRECTIVE MEASURES ACTIVITIES**

Based on the Corrective Measures selected in the Final Decision (U.S. EPA, August 2006), remaining activities at the Facility include:

- Maintenance of the institutional controls identified in Declaration of Restrictive Covenant RC-WHMD-111-07-003, and incorporated into Consent Order RCRA-05-2007-0009
- UST closure at AOI #50 under Michigan Act 451 Part 213 (extent of impacts have been defined and Restrictive Covenant has been recorded)

5.0 CONCLUSIONS

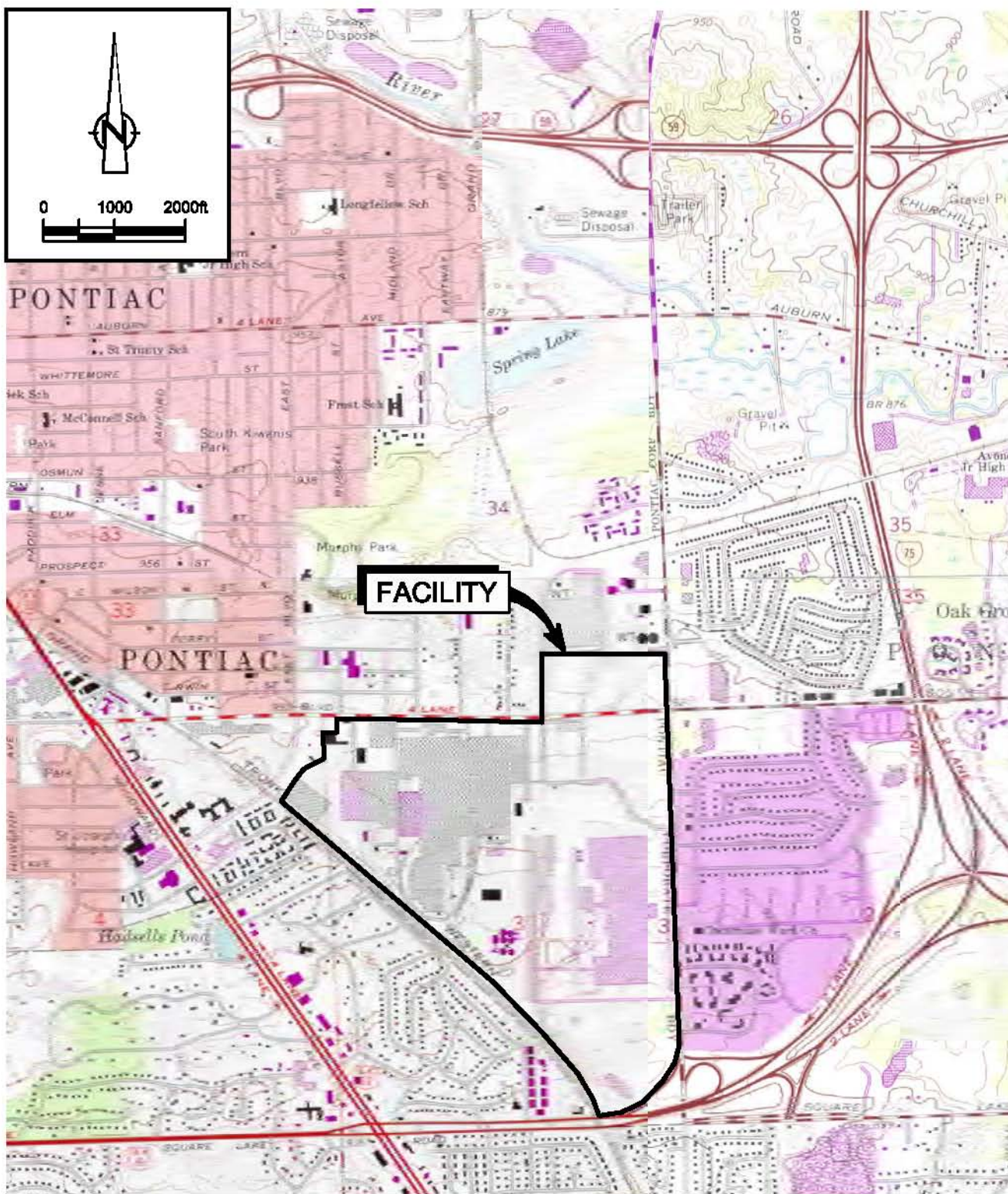
Implementation of the Corrective Measures for the Facility, as outlined in the Final Decision (U.S. EPA, August 2006), is complete. Monitoring activities are complete and results will be provided to the U.S. EPA in an Annual Report. UST closure under Michigan Act 451 Part 213 has not occurred, but extent of impacts has been defined and a Restrictive Covenant has been recorded.

Based on the information provided in this report, RACER is requesting a RCRA Corrective Action Complete with Controls Determination from the U.S. EPA for the GMC Centerpoint Business Campus located in Pontiac, Michigan, U.S. EPA No. MID 005 356.

6.0 REFERENCES

- CRA, October 1995. Review of Existing Conditions Report.
- CRA, December 1995. Supplemental Review of Existing Condition Report.
- CRA, March 1998. Former J-Lot Area Construction Certification Report.
- CRA, April 1999. RCRA Interim Measure Investigation and Design Report, SWMU 32-Former Coal Pile Storage Area.
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- CRA, November 2004. Work Plan for the Remedial Pilot Study, Former Building 33, LNAPL Area 1.
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- CRA, April 2006. Corrective Measures Proposal.
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- CRA, November 2007. Long-Term Monitoring Plan.
- CRA, April 2009. Corrective Measures Implementation Report, LNAPL Recovery by Multi-Phase Extraction, Former Building 33, LNAPL Area 1.
- GMC, April 2009. Termination of Passive LNAPL Recovery.
- CRA, January 2010. Post-Corrective Measures Evaluation Report, AOI 53 – Former Building 33, LNAPL Area 1.
- U.S. EPA, February 2003. Final Guidance on Completion of Corrective Action Activities at RCRA Facilities.
- U.S. EPA, August 2006. Response to Comments and Final Decision.
- U.S. EPA, May 2009. Termination of Passive LNAPL Recovery.

FIGURES

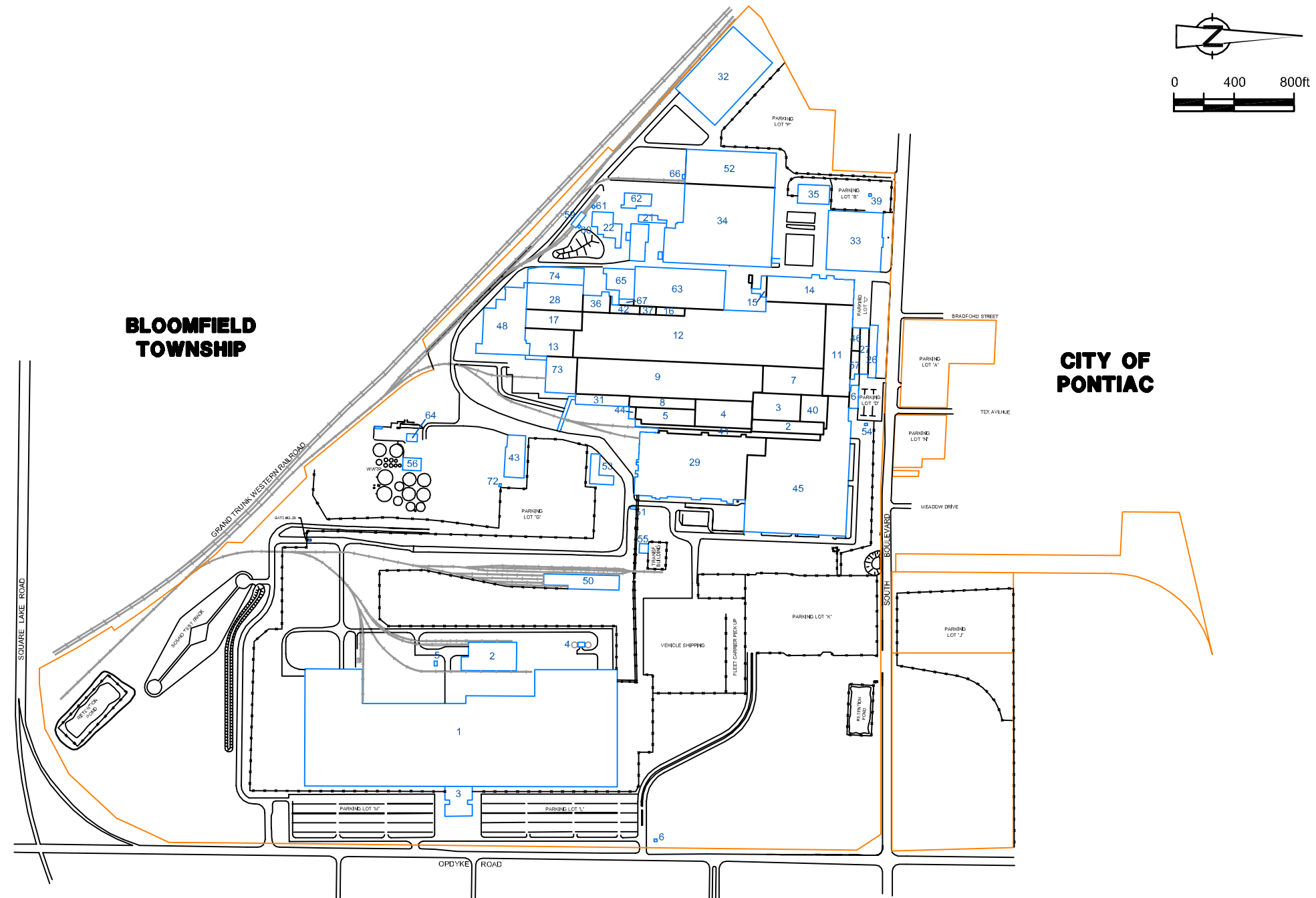


SOURCE: USGS QUADRANGLE MAPS;
BIRMINGHAM, ROCHESTER, PONTIAC NORTH,
AND PONTIAC SOUTH, MICHIGAN

figure 2.1

FACILITY LOCATION
CORRECTIVE ACTION COMPLETE WITH CONTROLS
GM CENTERPOINT BUSINESS CAMPUS
Pontiac, Michigan





- LEGEND**
- PROPERTY BOUNDARIES
 - 43 BUILDING NUMBER

figure 2.2
 HISTORIC FACILITY PLAN
 CORRECTIVE ACTION COMPLETE WITH CONTROLS
 GM CENTERPOINT BUSINESS CAMPUS
Pontiac, Michigan



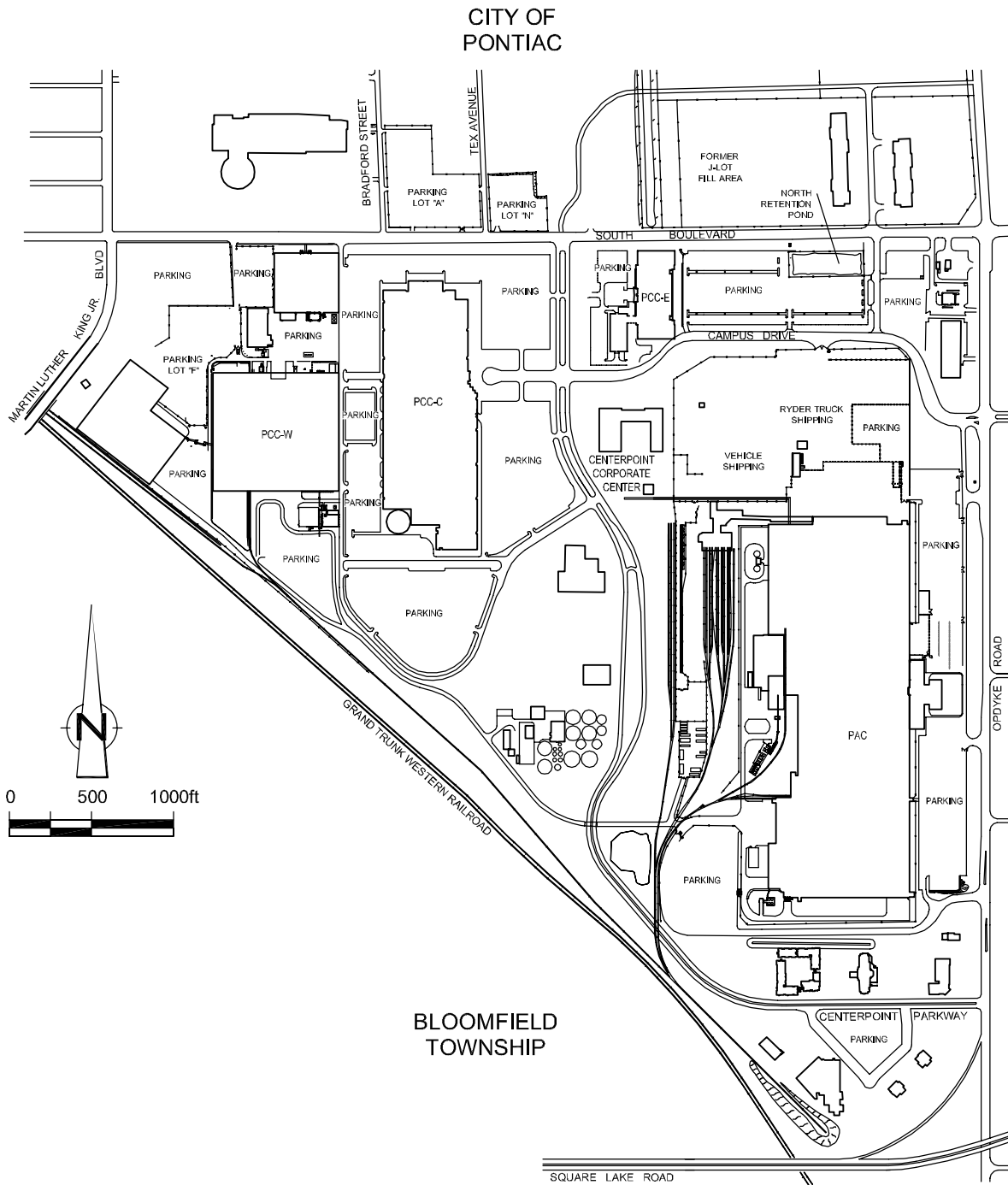
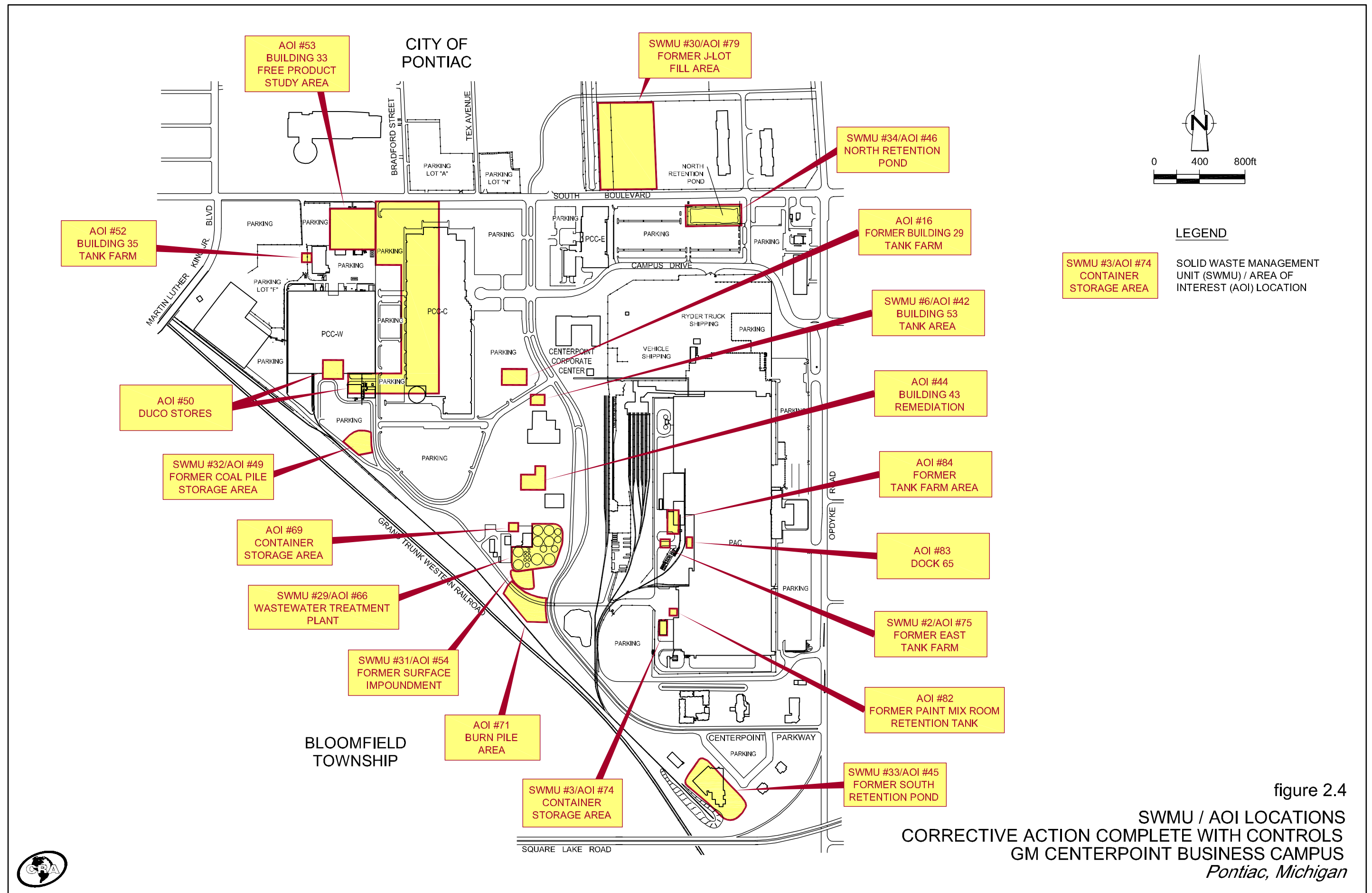
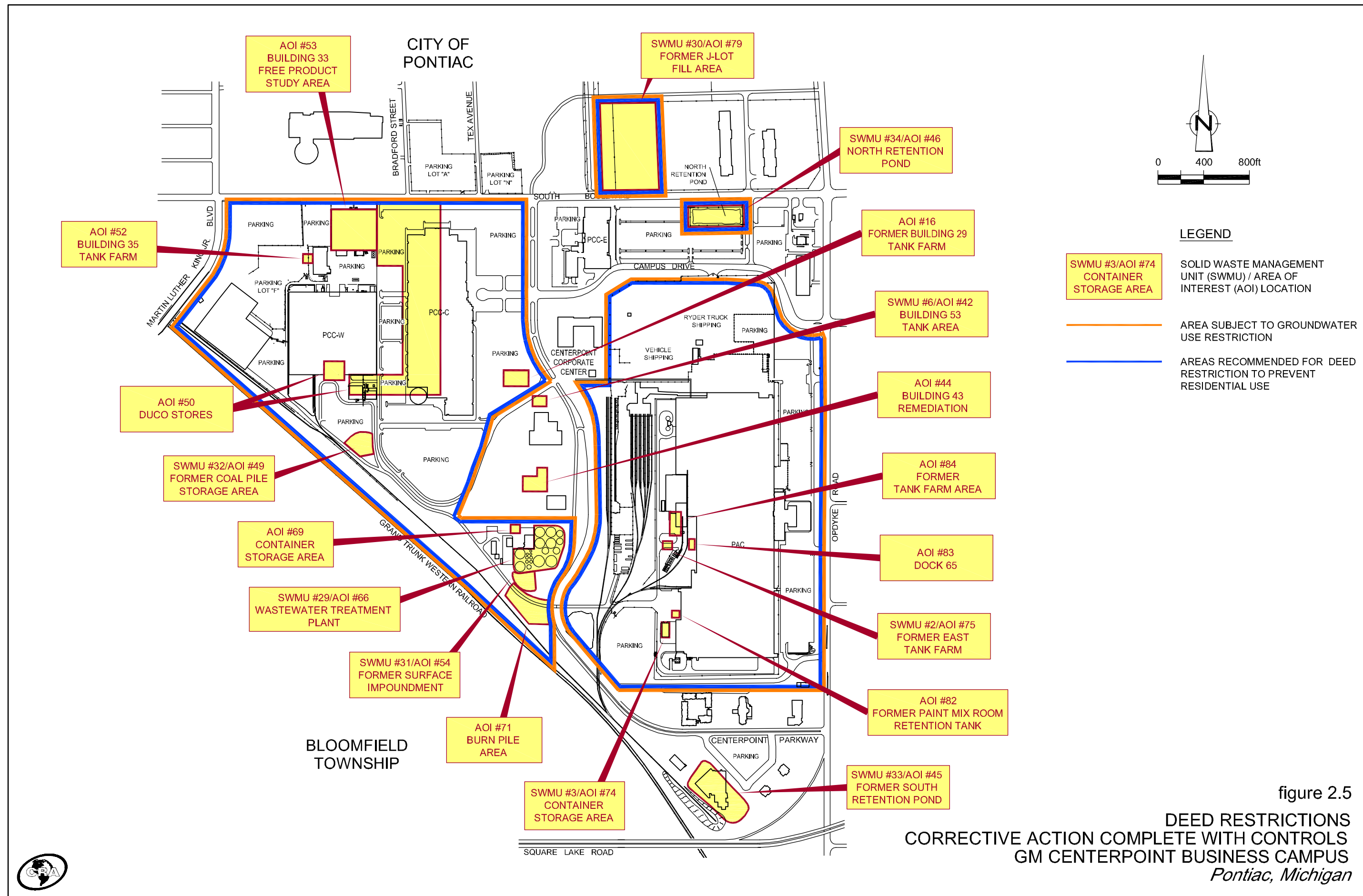


figure 2.3
 CURRENT FACILITY PLAN
 CORRECTIVE ACTION COMPLETE WITH CONTROLS
 GM CENTERPOINT BUSINESS CAMPUS
Pontiac, Michigan







TABLE

TABLE 2.1

**INVESTIGATION AND CORRECTIVE MEASURES SUMMARY
GM CENTERPOINT BUSINESS CAMPUS, PONTIAC, MICHIGAN**

			Investigation			Corrective Measures					
SWMU	AOI	Description	Pre-RFI	IM	RFI	NFA ¹	IC ²	LTGM ³	MPE ⁴	UST ⁵	Passive LNAPL ⁶
--	16	Former Building 29 Tank Farm	X				X				
6	42	Bldg 53 Tank Area	X			X					
--	44	Bldg 43 Remediation	X			X					
33	45	Former South Retention Pond			X	X					
34	46	North Retention Pond			X		X				
32	49	Former Coal Pile Storage Area		X			X				
--	50	DUCO Stores	X				X			X	
--	52	Building 35 Tank Farm	X				X			X	
--	53	Building 33 LNAPL	X				X	X	X		X
31	54	Former Surface Impoundment			X		X				
29	66	Wastewater Treatment Plant			X		X				
--	69	Container Storage Area (Wastewater Treatment Plant)	X				X				
--	71	Burn Pile	X				X	X			X
3	74	Container Storage Area (Pontiac Assembly Center)			X		X				
2	75	Former East Tank Farm	X				X				
30	79	Former J-Lot Fill Area		X			X				
--	82	Former Paint Mix Room Retention Tank	X				X				
--	83	Dock 65	X				X				
--	84	Former Tank Farm Area	X				X				

Notes:

- ¹ No Further Action (i.e., no need for active remediation, engineering controls, or institutional controls to restrict land or resource use)
- ² Institutional Controls (to restrict land use to industrial/commercial uses and resource use restriction to prevent shallow groundwater in an unconfined aquifer from being used for drinking water)
- ³ Long-Term Groundwater Monitoring (including LNAPL monitoring at AOI #53)
- ⁴ Multi-Phase Extraction (recovery of LNAPL)
- ⁵ UST closure under Michigan Act 451 Part 213 rules (under MDEQ control)
- ⁶ Passive LNAPL recovery using absorbents

APPENDIX A

CONSENT ORDER DOCUMENTS



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGIONS 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

MAY 01 2008

REPLY TO THE ATTENTION OF:

L-8J

CERTIFIED MAIL: 7001 0320 0006 1454 0274
RETURN RECEIPT REQUESTED

Ms. Jean Caufield
General Motors Corporation
Pontiac Centerpoint Campus
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, Michigan 48341-3147


RE: Acknowledgement of Termination Order on Consent
General Motors Corporation
Pontiac Centerpoint Campus, Pontiac, Michigan
MID 005 356 902

Dear Ms. Caufield:

Enclosed is one copy of an Acknowledgement of Termination Order on Consent (AOC) issued under the authority of Section 3008(h) of the Resource Conservation and Recovery Act (RCRA) relating to the conduct of RCRA Corrective Measures Implementation at the above-referenced facility. The AOC was signed by the U.S. Environmental Protection Agency on April 24, 2008. Please note that the effective date of the AOC is the date that it is signed by EPA.

Your cooperation in the development of this AOC is appreciated. If you have any future questions about the AOC, feel free to contact Daniel Patulski at (312) 886-0656.

Sincerely,


for Margaret M. Guerriero
Director
Land and Chemicals Division

Enclosure

CASE NAME: General Motors Corporation

DOCKET NO: 5-RCRA-013-98

[Handwritten signature]

CERTIFICATE OF SERVICE

I hereby certify that today I filed the original of this **Administrative Order on Consent** and this **Certificate of Service** in the office of the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590.

I further certify that I then caused a true and correct copy of the filed document to be mailed on the date below, via Certified Mail, Return Receipt Requested to:

Certified Mail Receipt #: 7001 0320 0006 1454 0274

Ms. Jean Caufield
General Motors Corporation
Pontiac Centerpoint Campus
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, MI 48341-3147

[Handwritten signature: Daniel Patulski]

Daniel Patulski, Environmental Scientist
United States Environmental Protection Agency, Region 5
77 West Jackson Boulevard, LU-9J
Chicago, Illinois 60604-3590
(312) 886-0656

[Handwritten date: May 8, 2008]
Date

RECEIVED
REGIONAL HEARING CLERK
U.S. EPA REGION V
MAY 8 - 8 AM '08

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RECEIVED
REGIONAL HEARING CLERK
US EPA REGION 5
2008 MAY -8 AM 10:20

In the Matter of:)
)
General Motors Truck Group) ACKNOWLEDGMENT OF
Pontiac East Assembly/Former) TERMINATION AND
Pontiac Central Manufacturing) AGREEMENT TO RECORD
and Assembly Plants) PRESERVATION AND
Pontiac, Michigan) RESERVATION OF RIGHTS
)
U.S. EPA NO. MID005356902) U.S. EPA DOCKET NO.:
) 5-RCRA-013-98
)
Respondent.) Proceeding under Section
) 3008(h) of the Resource
) Conservation and Recovery
) Act of 1976, as amended,
) 42 U.S.C. '6928(h).

I. JURISDICTION

1. On September 24, 1998, the United States Environmental Protection Agency (U.S. EPA) and General Motors Corporation (GMC or Respondent) filed an Administrative Order on Consent (1998 Consent Order) in this matter.

2. The 1998 Consent Order (U.S. EPA Docket Number 5-RCRA-013-98), as amended on July 28, 2005, required GMC to perform interim measures, a facility investigation, and a corrective measures proposal pursuant to Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. '6928(h), at GMC=s facility currently known as the Pontiac Centerpoint Campus,

U.S. EPA NO. MID005356902.

3. On May 24, 2007, U.S. EPA and GMC filed another Consent Order pursuant to RCRA 3008(h) (U.S. EPA Docket Number RCRA-05-2007-0009) in this matter which requires GMC to implement the corrective measures selected by U.S. EPA on August 3, 2006 (2007 Consent Order).

4. Pursuant to Section XXV (TERMINATION AND SATISFACTION) of the 1998 Consent Order, that Consent Order may be terminated when GMC demonstrates to the satisfaction of U.S. EPA that the terms of that Consent Order have been satisfactorily completed.

**II. ACKNOWLEDGMENT OF TERMINATION AND AGREEMENT TO RECORD
PRESERVATION AND RESERVATION OF RIGHTS**

5. Based upon the information presently available to U.S. EPA, the terms of the 2007 Consent Order, and GMC=s affirmation of its continuing obligation to preserve records and of U.S. EPA=s reservation of rights, U.S. EPA acknowledges that the terms of the 1998 Consent Order have been satisfactorily completed.

6. GMC agrees and acknowledges that it will meet its continuing obligations under Section XIV (RECORD PRESERVATION) of the 1998 Consent Order by preserving records covered by that Consent Order in accordance with Section VIII of the 2007 Consent Order.

7. GMC agrees and acknowledges that termination of the 1998

Consent Order does not limit or in any way affect the reservation of rights set forth in Section XIII of the 2007 Consent Order.

8. The undersigned representatives of Respondent and the U.S.EPA certifies that he or she is authorized to enter into the terms and conditions of this Order and to execute and bind legally such Party to this document.

III. EFFECTIVE DATE

This Order shall be effective upon the date it is signed by U.S.EPA.

IT IS SO AGREED:

DATE: April 11, 2008

BY: William J. McFarland
William J. McFarland, Director
Remediation Group
General Motors Corporation
Respondent

DATE: 4/24/08

BY: Margaret M. Guerriero
Margaret M. Guerriero, Director
Land and Chemicals Division
U.S. EPA, Region 5

RECEIVED
REGIONAL HEADING CLERK
U.S. EPA
REGION 5
MAY 1 2008

2008 MAY -8 AM 10:25



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

MAY 29 2007

REPLY TO THE ATTENTION OF:

DW-8J

CERTIFIED MAIL:
RETURN RECEIPT REQUESTED

Ms. Jean Caufield
General Motors Corporation
Pontiac Centerpoint Campus
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, Michigan 48341-3147

RE: 3008(h) Administrative Order on Consent
General Motors Corporation **RCRA-05-2007-0009**
Pontiac Centerpoint Campus, Pontiac, Michigan
MID 005 356 902

Dear Ms. Caufield:

Enclosed is one signed copy of an Administrative Order on Consent ("AOC") issued under the authority of Section 3008(h) of the Resource Conservation and Recovery Act ("RCRA"), relating to the conduct of RCRA Corrective Measures Implementation at the above-referenced facility. The AOC was signed by the United States Environmental Protection Agency (U.S. EPA) on May 24, 2007. Please note that the effective date of the AOC is the date that it is signed by U.S. EPA.

Your cooperation in the development of this AOC is appreciated. If you have any future questions about the AOC, feel free to contact Daniel Patulski at (312) 886-0656.

Sincerely,

Gerald Phillips
Corrective Action Program Manager
Waste, Pesticides and Toxics Division

Enclosure

cc: Kimberly Tyson, MDEQ (w/enclosure)



Worldwide Facilities Group
Remediation Team

May 18, 2007

Reference No. 007097

Mr. Daniel Patulski
United States Environmental Protection Agency
Region 5
77 W. Jackson Boulevard DP-8J
Chicago, IL 60604-3590

RECEIVED
MAY 20 2007

WASTE, PESTICIDES, TOXICS DIVISION
U.S. EPA - REGION 5

Dear Mr. Patulski:

Re: Administrative Order on Consent
Pontiac Centerpoint Campus (MID 005356902)
Pontiac, Michigan **RCRA-05-2007-0009**

Enclosed is the consent order for implementation of final RCRA Corrective Action activities at the Pontiac Centerpoint Campus, which has been signed by General Motors. If you have questions or want to discuss the attached, please feel free to contact me at (248) 753-5774.

Sincerely,

Jeanne Piercey

for

Jean Caufield
Project Manager

JP/cnb/67
Encl.

c.c.: Brian Barwick, Esq. (U.S. EPA)
Anthony Thrubis, Esq. (GM)
Jeanne Piercey (CRA)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:)	ADMINISTRATIVE ORDER ON CONSENT
)	
GENERAL MOTORS CORPORATION)	U.S. EPA Docket No: RCRA-05-2007-0009
)	
Pontiac Centerpoint Campus/ Pontiac Assembly Center Former Pontiac Truck Group Pontiac, Michigan)	Proceeding under Section 3008(h) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6928(h).
EPA ID#: MID005356902)	
)	
RESPONDENT.)	
_____)	

I. JURISDICTION

1. The Administrator of the United States Environmental Protection Agency ("U.S. EPA") is issuing this Administrative Order on Consent ("Order") to General Motors Corporation ("GM") under Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The Administrator has delegated the authority to issue orders under Section 3008(h) of RCRA to the Director, Waste, Pesticides and Toxics Division; U.S. EPA Region 5.

2. The GM facility encompasses approximately 400 acres of land and currently contains the Pontiac Centerpoint Campus, including the Pontiac Assembly Center. The Facility is bordered by South Boulevard to the north, the Grand Trunk Western Railroad to the south, Opdyke Road to the east, and Martin Luther King Jr. Boulevard to the west. In 1927, the Facility began producing medium and heavy duty trucks and buses at the former Pontiac Central Manufacturing and Assembly Plant, located on the north central portion of the Facility. The manufacturing operations were discontinued in 1990. The plant was decommissioned between 1991 and 1995 and all buildings in the central portion of the facility were demolished and the area was redeveloped as the Centerpoint Business Campus, now named the Pontiac Centerpoint Campus (PCC). Presently, the Centerpoint Campus includes PCC-West (vehicle Pre Production Operations), PCC-Central (Engineering Center), PCC-East (commercial buildings), the Pontiac Assembly Center, a wastewater treatment plant and two stormwater retention ponds. For purposes of this Order, the Pontiac Centerpoint Campus, as depicted in more detail in Attachment 1, will be referred to as "the Facility".

3. GM agrees not to contest U.S. EPA's jurisdiction to issue this Order, to enforce its terms, or to impose sanctions for violations of the Order.

4. GM waives any rights to request a hearing on this matter pursuant to Section 3008(b) of RCRA and 40 C.F.R. Part 24, and consents to the issuance of this Order without a hearing under Section 3008(b) of RCRA as a Consent Order issued pursuant to Section 3008(h) of RCRA.

II. DEFINITIONS

5. This Order incorporates the definitions in RCRA, 42 U.S.C. §§ 6901 - 6922k, and the regulations promulgated under RCRA unless otherwise specified.

III. PARTIES BOUND

6. This Order applies to and binds U.S. EPA, GM and its agents, successors, assigns, trustees, receivers, and all persons, including but not limited to contractors and consultants, acting on behalf of GM. GM will be responsible for and liable for any violations of this Order, regardless of GM's use of employees, agents, contractors, or consultants to perform work required by this Order.

7. No change in ownership or corporate or partnership status relating to the Facility will alter GM's obligations under this Order. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, will not affect GM's obligations under this Order. GM will give written notice of this Order and the land use restrictions required under this Order to any successor in interest prior to transferring ownership or operation of the Facility or a portion thereof and will notify U.S. EPA in writing at least 21 days prior to the transfer. This written notice will describe how GM has assured that, despite the transfer, all institutional controls required now or in the future for the Facility will be implemented and maintained. This paragraph will not apply if U.S. EPA and GM agree that this Order has terminated as to the Facility or any relevant portion of the Facility.

IV. DETERMINATIONS

8. After consideration of the Administrative Record, the Director, Waste, Pesticides and Toxics Division; U.S. EPA Region 5 has made the following conclusions of law and determinations:

- a. GM is a "person" within the meaning of Section 1004(15) of RCRA.
- b. GM is the owner and operator of a Facility that has operated under interim status subject to Section 3005(e) of RCRA.
- c. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to Section 1004(5) and 3001 of RCRA and 40 C.F.R. Part 261.

- d. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Facility.
- e. GM has conducted investigations of the Facility and based on the results of those investigations has, among other things, removed soil contaminated with benzene, toluene, ethylbenzene and xylene (BTEX) and polynuclear aromatics (PNAs) at Area Of Interest (AOI) # 16, 42, 50, 52, 53, and 84; soil contaminated with lead at AOI # 44, 71, and 79; soil contaminated with solvents and paint at AOI # 75, 82, and 83; and recovered light non-aqueous phase liquid (LNAPL) from groundwater at AOI # 50 and 53.
- f. On December 5, 2000, the U.S. EPA approved the Environmental Indicators ("EI") Determination for Current Human Exposures (CA 725) Report.
- g. On December 5, 2000, the U.S. EPA approved the Environmental Indicators ("EI") Determination of Migration of Contaminated Groundwater Under Control (CA 750) Report.
- h. On October 24, 2005, GM submitted a Corrective Measures Proposal (CMP) for the Facility. U.S. EPA approved the revised CMP on March 14, 2006.
- i. On June 6, 2006, the public comment period began for the U.S. EPA approved corrective measures for the Facility and on July 21, 2006, the comment period ended.
- j. On August 3, 2006, U.S. EPA made a Final Decision about the corrective measures for the Facility. The corrective measures include: implementation of a groundwater monitoring program at AOI #71 and AOI #53 to verify that concentrations of constituents remain stable or decline at the Facility boundary; recovery of LNAPL at AOI #53; and, implementing and maintaining institutional controls to restrict use of the Facility to non-residential purposes and to prohibit potable groundwater use at the Facility from within the water table zone unless and until groundwater meets applicable performance standards.
- k. U.S. EPA has determined that those parts of the Facility not specifically covered by the August 3, 2006, Final Decision and/or not subject to use restrictions (see Exhibit 2 within Attachment 2 to this Order) are Corrective Action Complete without controls. However, U.S. EPA reserves the right to require additional Corrective Action should information become available or should there be a change in site conditions that indicate that there was/is a release of hazardous constituents to the environment which may pose a threat to human health and the environment, or that information contained in the administrative record regarding these parts of the Facility is invalid or inaccurate. Nothing in this Order binds or limits the State of Michigan in the exercise of its Corrective Action authorities.

V. PROJECT MANAGER

9. U.S. EPA and GM must each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Order. Each Project Manager will be responsible for overseeing the implementation of this Project. The parties must provide prompt written notice whenever they change Project Managers.

VI. WORK TO BE PERFORMED

10. Pursuant to Section 3008(h) of RCRA, GM agrees to and is hereby ordered to perform the actions specified in this section, in the manner and by the dates specified here. GM represents that it has the technical and financial ability to carry out corrective action at the Facility. GM must perform the work undertaken pursuant to this Order and in compliance with RCRA and other applicable federal and state laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to the Use of Institutional Controls in the RCRA Corrective Action Program, and relevant portions of the Model Scopes of Work for RCRA Corrective Action.

11. GM must assure that the institutional and engineering controls selected in the U.S. EPA's Final Decision are continually maintained unless and until U.S. EPA determines that performance standards have been met such that the controls are no longer necessary. GM must take all necessary measures to restrict the use of the Facility in any manner that may interfere with operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedy to be implemented pursuant to this Order. These measures and controls will be implemented through a Long-Term Monitoring (LM) Plan.

12. GM must implement the institutional controls selected in U.S. EPA's Final Decision and achieve the performance standards and/or human health risk based-criteria as provided in the approved LM Plan and any amendments thereto. The LM Plan shall, at a minimum, describe the activities, procedures, and applicable performance standards and/or human health risk based-criteria necessary for the construction, operation, maintenance, and completion of the U.S. EPA approved corrective measures and set forth an implementation schedule. Any modifications made under the LM Plan must be approved by U.S. EPA under paragraph 20 below.

13. For the purposes of Paragraphs 13-15 of this Order, 'U.S. EPA' shall mean the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf. GM shall file with the Oakland County Register of Deeds the Declaration of Restrictive Covenant ("Restrictive Covenant") attached hereto as

Attachment 2. Attachment 3 documents through a current encumbrances report that the property described in the Restrictive Covenant is free and clear of all encumbrances, including easement interests, except those identified therein. GM has provided a copy of the recorded Restrictive Covenant to all holders of record of said encumbrances. Documentation of such notice(s) is attached hereto as Attachment 4. In the Restrictive Covenant, GM, among other things, consents to U.S. EPA having a right of access to the Facility and provides the right to enforce through legal action in a court of competent jurisdiction the restrictions and covenants in the Restrictive Covenant to: (a) GM; (b) the Michigan Department of Environmental Quality (MDEQ) and its authorized representatives, under Part 201 (Environmental Remediation) of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the U.S. EPA and its authorized representatives, as a third party beneficiary. The Restrictive Covenant also provides for at least twenty-one (21) days notice to U.S. EPA and MDEQ prior to the transfer of any interest in the Facility. GM must ensure that the Restrictive Covenant remains in place and effective.

GM agrees to modify its rights in the Restrictive Covenant to change existing restrictions or to impose additional land and/or resource use restrictions that U.S. EPA determines are necessary to maintain a comparable level of protection against unacceptable risk to human health or the environment as a result of the discovery of facts unknown to U.S. EPA and GM on the effective date of this Order.

14. Any instrument transferring complete or partial possession or ownership of the Facility through sale, lease, deed or otherwise by GM, or memorandum thereof, shall be recorded with the Oakland County Register of Deeds and shall provide that:

a. GM reserves a right of access for the purpose of conducting any activity related to this Order; and reserves the right to enforce the restrictions and covenants in the Restrictive Covenant for (i) GM; (ii) U.S. EPA and its representatives, as third party beneficiary, and (iii) MDEQ and its representatives;

b. the transferee expressly agrees to comply with the Restrictive Covenant;

c. agreement to comply with the Restrictive Covenant shall be expressly included by any subsequent transferor in any instrument transferring complete or partial possession or ownership of the Facility;

d. U.S. EPA shall be expressly named in any instrument effecting such transfer of complete or partial possession or ownership of the Facility as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce such obligations and rights as against the transferee under such instrument and any successor to any such transferee; and

e. any subsequent instrument or memorandum thereof in the case of a lease,

effecting such transfer of complete or partial possession or ownership of the Facility shall be recorded with the Oakland County Register of Deeds.

15. GM shall provide at least twenty-one (21) days prior written notice to U.S. EPA and MDEQ of any proposed conveyance of all or part of the Facility.

a. For any conveyance utilizing the form Covenant Deed attached hereto as Attachment 5, such notice shall include submittal to U.S. EPA of the draft conveyance document utilizing the form Covenant Deed and a current title search, commitment for title insurance or other evidence of title acceptable to U.S. EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in Paragraph 13.

b. For any conveyance not utilizing the form Covenant Deed in Attachment 5, GM shall submit to U.S. EPA for review and concurrence that the instrument of conveyance complies with the requirements of Paragraph 14.

i. the proposed draft deed, in recordable form, or other instrument of conveyance, including a lease, that is enforceable under the laws of the State of Michigan;

ii. with respect to any lease, a memorandum of lease in recordable form setting forth the requirements of Paragraph 14 contained in such lease; and

iii. a current title search, commitment for title insurance or other evidence of title acceptable to U.S. EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in Paragraph 13.

c. GM shall record the U.S. EPA approved instrument of conveyance, or memorandum thereof in the case of a lease, with the Oakland County Register of Deeds.

d. GM shall provide a true copy of the recorded instrument of conveyance, or memorandum thereof in the case of a lease, showing the liber and page of recordation to U.S. EPA within thirty (30) days after GM's receipt of a copy thereof from the Oakland County Register of Deeds.

16. GM shall implement a long-term groundwater monitoring program. Specifically, the groundwater monitoring program shall include periodic LNAPL monitoring at MW-1 at AOI #71 and at AOI #53. In addition, the program shall include groundwater monitoring at select monitoring wells to confirm that concentrations of constituents in these areas remain stable and meet risk based criteria under current and reasonably expected future land use at the Facility, taking into account the restrictions imposed through the Restrictive Covenant. The monitoring program shall be implemented through the LM Plan, submitted within 45 days of the effective date of this Order for U.S. EPA review and approval in accordance with Paragraph 20.

17. GM shall utilize a multi-phase extraction system (MPE) for the recovery of LNAPL beneath Building 33 (AOI # 53) pursuant to the U.S. EPA approved Former Building 33 Corrective Measures Work Plan (August 25, 2006). Long-term periodic monitoring shall be implemented to ensure that residual LNAPL and soil vapors do not pose a health hazard for future use of the area. If such hazards remain following the removal of LNAPL to the extent practical, institutional controls would be put in place to ensure that these hazards are mitigated. The monitoring program shall be implemented through the U.S. EPA approved LM Plan.

18. GM shall utilize a passive recovery to periodically remove LNAPL from monitoring well MW-1 at AOI # 71 and from MW-32 and MW-33 at LNAPL Area 2 for the duration as specified in the LM Plan. Recovery shall be performed using absorbents, bailing, or other methods. The recovery and monitoring program shall be implemented through the U.S. EPA approved LM Plan.

19. GM and U.S. EPA are developing a mechanism that will set forth and consolidate financial assurance requirements for corrective action at GM's facilities that are subject to U.S. EPA orders issued under Section 3008(h) of RCRA. In the event GM and U.S. EPA agree on such a mechanism, the parties agree that compliance with the terms of that mechanism will constitute compliance with the financial assurance terms of this Order. Absent such a mechanism, within 60 days of the approval date of the LM Plan, GM must submit for approval by U.S. EPA, financial security in the amount of the approved cost estimate, in one of the forms permitted under 40 C.F.R. § 264.145 (modified to replace the terms "post-closure" and "closure" with "corrective action" and referencing this Order, as approved by U.S. EPA). GM shall review the cost estimate on an annual basis and increase it for inflation. If GM determines that the estimated cost of the corrective action for the Facility has changed significantly from the approved cost estimate, it must promptly provide an explanation and a revised cost estimate to U.S. EPA within 60 days of its annual review. Within 60 days of U.S. EPA's written approval of a revised cost estimate, GM shall adjust the amount of the financial security provided under this Order to reflect the amount of the revised cost estimate.

20. For documents submitted by GM for U.S. EPA approval, U.S. EPA may provide GM with its written approval, its approval with conditions and/or modifications, disapproval, or disapproval with comments. U.S. EPA will provide a statement of reasons for any approval with conditions and/or modifications, disapproval or disapproval with comments. GM shall revise any such submittal in accordance with U.S. EPA's written comments and will submit to U.S. EPA any revised submittals within 30 days after receiving U.S. EPA's written comments (or a longer time if agreed to by the parties.) Revised submittals are subject to U.S. EPA approval, approval with conditions and/or modifications, disapproval, or disapproval with comments. U.S. EPA will provide GM with an opportunity for discussion before any unilateral modifications required by U.S. EPA under this Paragraph take effect. Upon receipt of U.S. EPA's written approval the submittal becomes an enforceable part of this Order.

21. Reporting and other requirements:

(a) GM must continue to maintain a publicly accessible repository for information related to the U.S. EPA's Final Decision for a minimum of 6 years after the effective date of this Order. Further, GM must continue to maintain a publicly accessible repository for information regarding implementation of this Order and must continue to conduct public outreach and involvement activities as appropriate.

(b) By March 1 of each year, GM must provide an annual report to U.S. EPA on its activities under this Order for the previous calendar year. The report must list work performed, data collected, problems encountered, and upcoming project schedule. The frequency of this report may be modified by agreement of the Project Managers.

(c) Independent of the annual reports under paragraph 21.(b), GM must provide advance written notice to U.S. EPA of any major activities or changes in operations at the Facility relevant to the Final Remedy. In addition, if GM notices in the normal course of business any major activities or changes in other owners' operations at the Facility which may be relevant to the Final Remedy, GM must provide prompt written notice to U.S. EPA of those activities or changes.

(d) The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Order, and will meet on at least an annual basis to discuss the work proposed and performed under this Order. The frequency of this meeting may be modified by agreement of the parties.

(e) U.S. EPA may request supplemental information from GM related to implementation of the selected remedy for the Facility under this Order. GM must provide any supplemental information that U.S. EPA requests in writing in a timeframe requested by U.S. EPA or such longer timeframe as agreed to by the parties.

VII. ACCESS

22. For the purposes of conducting any activity related to this Order, during GM's ownership of the Facility, upon reasonable notice, and at reasonable times, U.S. EPA, its contractors, employees, and any designated U.S. EPA representatives may enter and freely move about the Facility to exercise U.S. EPA's authority under RCRA, which may include among other things: interview GM personnel and contractors; review GM's progress in carrying out the terms of this Order; conduct tests, sampling, or monitoring as U.S. EPA deems necessary; use a camera, sound recording, or other documentary equipment; and verify the reports and data GM submits to U.S. EPA. GM will permit such persons to inspect and copy all non-privileged photographs and documents, including all sampling and monitoring data, that pertain to work undertaken under this Order and that are within the possession or under the control of GM or its contractors or consultants. GM may request split samples, or copies of all photographs, tapes, videos or other recorded evidence created by U.S. EPA and releasable under the Freedom of Information Act. If GM transfers ownership of all or part of the Facility, it shall ensure access

for U.S. EPA, as provided in Paragraphs 13-15.

23. Nothing in this Section limits or otherwise affects U.S. EPA's right of access and entry under applicable law, including RCRA and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§9601-9675.

VIII. RECORD PRESERVATION

24. GM must retain, during the pendency of this Order and for at least six years after the Order terminates, all data and all final documents now in its possession or control or which come into its possession or control which relate to the subject of this Order. GM must notify U.S. EPA in writing 90 days before destroying any such records, and give U.S. EPA the opportunity to take possession of any non-privileged documents. GM's notice will refer to the effective date, caption, and docket number of this Order and will be addressed to:

Director
Waste, Pesticides and Toxics Division
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3590

GM must also promptly give U.S. EPA's Project Manager a copy of the notice.

25. GM will not assert any privilege claim concerning any data gathered during any investigations or other actions required by this Order.

IX. STIPULATED PENALTIES

26. GM must pay the following stipulated penalties to the United States for violations of this Order:

(a) For failure to submit annual reports by the dates scheduled in paragraph 21.(b), above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(b) For failure to submit the LM Plan or revised LM Plan by the date scheduled in Paragraphs 16 and 20 above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(c) For failure to implement the terms of the approved LM Plan, including implementation schedules therein: \$2,000 per day for the first 14 days and \$4,000 per day thereafter.

(d) For failure to submit supplemental information as required and scheduled in paragraph 21.(e): \$2,000 per day for the first 14 days and \$4,000 per day thereafter.

(e) For failure to maintain the cost estimate and financial security as required and scheduled in paragraph 19 or in any superseding mechanism: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(f) For failure to maintain the institutional controls as required in paragraph 12: \$3,000 per day for the first 14 days and \$6,000 per day thereafter.

27. Whether or not GM has received notice of a violation, stipulated penalties will begin to accrue on the day a violation occurs, and will continue to accrue until GM complies. For item (c) in paragraph 26, above, if U.S. EPA identifies a violation based on an annual report submitted under paragraph 21.(b), stipulated penalties will not accrue during the period, if any, beginning 31 days after the submission of the annual report until the date that U.S. EPA notifies GM in writing of any violation. Separate stipulated penalties for separate violations of this Order will accrue simultaneously.

28. GM must pay any stipulated penalties owed to the United States under this Section within 30 days of receiving U.S. EPA's written demand to pay the penalties, unless GM invokes the dispute resolution procedures under Section X: Dispute Resolution. A written demand for stipulated penalties will describe the violation and will indicate the amount of penalties due.

29. Interest will begin to accrue on any unpaid stipulated penalty balance beginning 31 days after GM receives U.S. EPA's demand letter. Interest will accrue at the current value of funds rate established by the Secretary of the Treasury. Under 31 U.S.C. §3717, GM must pay an additional penalty of six percent per year on any unpaid stipulated penalty balance more than 90 days overdue.

30. GM must pay all penalties by certified or cashier's check payable to the United States of America, or by wire transfer, and will send the check to:

U.S. Department of the Treasury
Attention: U.S. EPA Region 5
P.O. Box 371531
Pittsburgh, PA 15251-7531

A transmittal letter stating the name of the Facility, GM's name and address, and the U.S. EPA docket number of this action must accompany the payment. GM will simultaneously send a copy of the check and transmittal letter to the U.S. EPA Project Manager.

31. GM may dispute U.S. EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section X: Dispute Resolution. The stipulated penalties in dispute will continue to accrue, but need not be paid, during the dispute resolution period. GM must pay stipulated penalties and interest, if any, according to the dispute resolution decision or agreement. GM must submit such payment to U.S. EPA within 30 days after receiving the

resolution according to the payment instructions of this Section.

32. Neither invoking dispute resolution nor paying penalties will affect GM's obligation to comply with the terms of this Order not directly in dispute.

33. The stipulated penalties set forth in this Section do not preclude U.S. EPA from pursuing any other remedies or sanctions which may be available to U.S. EPA for GM's violation of any terms of this Order. However, U.S. EPA will not seek both a stipulated penalty under this Section and a statutory penalty for the same violation.

X. DISPUTE RESOLUTION

34. The parties will use their best efforts to informally and in good faith resolve all disputes or differences of opinion.

35. If any party disagrees, in whole or in part, with any decision made or action taken under this Order, that party will notify the other party's Project Manager of the dispute. The Project Managers will attempt to resolve the dispute informally.

36. If the Project Managers cannot resolve the dispute informally, either party may pursue the matter formally by placing its objections in writing. A written objection must state the specific points in dispute, the basis for that party's position, and any matters which it considers necessary for determination.

37. The parties will in good faith attempt to resolve the dispute through formal negotiations within 21 days, or a longer period if agreed in writing by the parties. During formal negotiations, any party may request a conference with appropriate senior management to discuss the dispute.

38. If the parties are unable to reach an agreement through formal negotiations, within 14 business days after any formal negotiations end, the parties may submit additional written information to the Director of the Waste, Pesticides, and Toxics Division, U.S. EPA Region 5. U.S. EPA will maintain a record of the dispute, which will contain all statements of position and any other documentation submitted pursuant to this Section. U.S. EPA will allow timely submission of relevant supplemental statements of position by the parties to the dispute. Based on the record, U.S. EPA will respond to GM's arguments and evidence and provide a detailed written decision on the dispute signed by the Director of the Waste, Pesticides, and Toxics Division, U.S. EPA Region 5 ("EPA Dispute Decision").

XI. FORCE MAJEURE AND EXCUSABLE DELAY

39. Force majeure, for purposes of this Order, is any event arising from causes not foreseen and beyond GM's control that delays or prevents the timely performance of any

obligation under this Order despite GM's best efforts.

40. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a force majeure event, GM must notify U.S. EPA within two business days after learning that the event may cause a delay. If GM wishes to claim a force majeure event, within 15 business days thereafter GM must provide to U.S. EPA in writing all relevant information relating to the claim, including a proposed revised schedule.

41. If U.S. EPA determines that a delay or anticipated delay is attributable to a force majeure event, U.S. EPA will extend in writing the time to perform the obligation affected by the force majeure event for such time as U.S. EPA determines is necessary to complete the obligation.

XII. MODIFICATION

42. This Order may be modified only by mutual agreement of U.S. EPA and GM. Any agreed modifications will be in writing, will be signed by all the parties, will be effective on the date of signature by U.S. EPA, and will be incorporated into this Order.

XIII. RESERVATION OF RIGHTS

43. Nothing in this Order restricts U.S. EPA's authority to seek GM's compliance with the Order and applicable laws and regulations. For violations of this Order, U.S. EPA reserves its rights to bring an action to enforce the Order, to assess penalties under Section 3008(h)(2) of RCRA, 42 U.S.C. § 6928(h)(2), and to issue an administrative order to perform corrective actions or other response measures. In any later proceeding, GM shall not assert or maintain any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon a contention that the claims raised by the United States in the later proceeding were or should have been raised here. This Order is not a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, or authorities of U.S. EPA.

44. If U.S. EPA determines that GM's actions related to this Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health or the environment, or that GM cannot perform any of the work ordered, U.S. EPA may order GM to stop implementing this Order for the time U.S. EPA determines may be needed to abate the release or threat and/or order GM to take any action that U.S. EPA determines is necessary to abate the release or threat.

45. GM does not admit any of U.S. EPA's factual or legal determinations. Except for the specific waivers in this Order, GM reserves all of its rights, remedies and defenses, including all rights and defenses it may have: (a) to challenge U.S. EPA's performance of work; (b) to challenge U.S. EPA's stop work orders; and (c) regarding liability or responsibility for conditions

at the Facility, except for its right to contest U.S. EPA's jurisdiction to issue or enforce this Order. GM has entered into this Order in good faith without trial or adjudication of any issue of fact or law. GM reserves its right to seek judicial review of U.S. EPA actions taken under this Order, including a proceeding brought by the United States to enforce the Order or to collect penalties for violations of the Order.

XIV. OTHER CLAIMS

46. GM waives any claims or demands for compensation or payment under Sections 106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. § 9507 for, or arising out of, any activity performed or expense incurred under this Order. Additionally, this Order is not a decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

47. GM indemnifies, saves and holds harmless the United States, its agencies, departments, agents, and employees, from all claims or causes of action arising from or on account of acts or omissions of GM or its officers, employees, agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Order. This indemnification will not affect or limit the rights or obligations of GM or the United States under their various contracts. This indemnification will not create any obligation on the part of GM to indemnify the United States from claims arising from the acts or omissions of the United States.

XVI. SEVERABILITY

48. If any judicial or administrative authority holds any provision of this Order to be invalid, the remaining provisions will remain in force and will not be affected.

XVII. TERMINATION AND SATISFACTION

49. GM may request that U.S. EPA issue a determination that GM has met the requirements of the Order for all or a portion of the Facility. GM may also request that U.S. EPA issue a "no further interest" or "corrective action complete" determination for all or a portion of the Facility.

50. The provisions of the Order will be satisfied upon the parties' execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights", consistent with U.S. EPA's Model Scope of Work.

51. GM's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, to maintain any necessary institutional controls or other long term measures, and to recognize U.S. EPA's reservation of rights as required in Section XIII.

XVIII. EFFECTIVE DATE

52. This Order is effective on the date that U.S. EPA signs the Order.

IT IS SO AGREED:

DATE: 5-16-07

BY: William J. McFarland
William J. McFarland
Director, Remediation
Worldwide Facilities Group
General Motors Corporation
Respondent

IT BEING SO AGREED, IT IS HEREBY ORDERED:

DATE: May 24, 2007

BY: Margaret M. Guerriero
Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Division
U.S. Environmental Protection Agency
Region 5

RCRA-05-2007-0009

ATTACHMENT 1
FACILITY DESCRIPTION

LEGAL DESCRIPTION

Part of lots 2 & 3, all of lot 4 and part of lots 5 & 6, as platted, a part of "Assessor's Plat No. 98", a part of Section 4, T.2N, R.10E., as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, ALSO all of lots 1, 2, 3, 4, 5, 6, part of lots 7, 8 & 9, all of lot 10, part of lot 11, and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N, R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, ALSO all of Units 4, 5, 7, 9, 10, 11, 13, 14, 19, 21, 22, 24, 25, 27, 32, 34, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed thereof as recorded in Liber 16667, Pages 11 through 47 inclusive, and as amended by First Amendment to Master Deed recorded in Liber 17018 Pages 808 through 818, and as amended by Second Amendment to Master Deed as recorded in Liber 17615, Pages 107 through 120 and as amended by Third Amendment to Master Deed as recorded in Liber 18244, Pages 160 through 171, and as amended by Fourth Amendment to Master Deed as recorded in Liber 20069, Pages 099 through 110, and as amended by the Fifth Amendment to the Master Deed as recorded in Liber 21468, page 838, and as amended by the Sixth Amendment to the Master Deed as recorded in Liber 24909, page 536-549, and as amended by the Seventh Amendment to the Master Deed as recorded in Liber 28874, page 141-157, and as amended by the Eight Amendment to the Master Deed as recorded in Liber 35596, page 855, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, together with rights in General Common Elements and Limited Common Elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, ALSO part of Section 3, T.2N, R.10E., and part of Section 34, T.3N, R.10E., City of Pontiac, Oakland County, Michigan, all of the above being more particularly described as:

Beginning at a point distant due West along the North Property Controlling Line of Section 3, T.2N., R.10E. (as previously surveyed), 60.00 feet from the Northeast Property Controlling Corner of said Section 3 (as previously surveyed); thence S. 00°36'21" W. along the West line of Opdyke Road (120 feet wide), 3274.88 feet to a point of deflection; thence S. 00°24'47" E. along the West line of Opdyke Road, 1109.17 feet to a point on the Westerly Right-of-Way line of a highway ramp (width varies), said point also lying on the Southerly and Easterly line of said Unit 5 of Centerpoint Business Campus Condominium; Thence the following seven (7) courses along said Westerly Right-of-Way line of the highway ramp and Southeasterly and Southerly line of said Units 4, 5, 19, 32, and 55 of Centerpoint Business Campus Condominium: (1) S. 89°35'13" W., 30.00 feet, and (2) S. 03°24'04" W., 451.00 feet, and (3) S. 24°36'14" W., 331.06 feet, and (4) S. 43°03'54" W., 431.82 feet, and (5) S. 62°11'47" W., 340.00 feet, and (6) S. 82°40'27" W., 302.66 feet, and (7) N. 89°17'36" W., 102.40 feet to a point on the Northeasterly line of Grand Trunk Western Railroad Right-of-Way (width varies), said point being the Southwesterly corner of said Unit 55 of Centerpoint

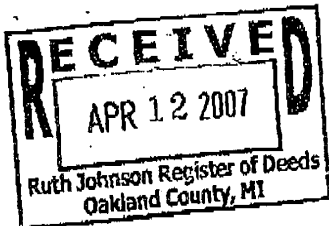
Business Campus Condominium; thence the following seven (7) courses along said Northeasterly line of Grand Trunk Western Railroad Right-of-Way and Southwesterly line of said Units 55 & 57 of said Centerpoint Business Campus Condominium: (1) 556.10 feet along a curve to the left (radius 5874.58 feet, central angle 05°25'25", long chord bears N. 30°18'06" W., 555.89 feet), and (2) N. 56°25'30" E., 30.56 feet, and (3) N. 33°34'30" W., 204.44 feet, and (4) N. 36°36'30" W., 354.49 and (5) N. 39°27'30" W., 286.71 feet, and (6) N. 45°22'40" W., 110.01 feet, and (7) N. 00°35'31" E., 98.83 feet to a point on the Westerly Right-of-Way line of Centerpoint Parkway (width varies); thence the following ten (10) courses along said Northeasterly Right-of-Way line of Grand Trunk Western Railroad: (1) N. 45°10'30" W. 1259.20 feet, and (2) N. 39°38'57" W., 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24°03'14", long chord bears N. 27°37'20" W., 235.29 feet) to a point on the Southerly line of lot 5 of said "Assessor's Plat No. 110", and (4) S. 69°19'44" W. along said Southerly line, 211.25 feet, and (5) continuing along said Southerly line N. 45°17'26" W., 1000.00 feet, and (6) continuing along said Southerly line N. 47°03'06" W., 813.17 feet to the most Westerly corner of said lot 5, and (7) N. 44°39'23" E., 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of lot 1 of said "Assessor's Plat No. 110", (8) N. 49°54'16" W., 515.91 feet to a point on the common line between lots 3 & 5 of said Assessor's Plat No. 98, and (9) N. 74°44'09" E. along said common line between said lots 3 & 5 of Assessor's Plat No. 98, 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said lot 3, and the most Westerly corner of said lot 5 of Assessor's Plat No. 98, measured along said common line between said lots 3 & 5, and (10) N. 50°16'31" W, 742.68 feet to a point on the Southeast Right-of-Way line of Martin Luther King Jr. Blvd. (width varies); thence the following seven (7) courses along said Southeast line of Martin Luther King Jr. Blvd.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02°31'29", long chord bears N. 41°21'19" E., 50.08 feet), and (2) N. 40°05'34" E., 263.58 feet, and (3) N. 00°12'42" W., 23.19, and (4) N. 40°05'34" E., 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27°55'02", long chord bears N. 26°14'14" E., 213.16 feet), and (6) N. 12°16'26" E., 283.65 feet, and (7) N. 01°12'32" E., 248.15 feet to a point on the Southerly Right-of-Way line of South Boulevard (120 feet wide); thence the following four (4) courses along said Southerly line of South Boulevard: (1) S 87°13'59" E., 299.36 feet to a point on the common line between said Sections 3 & 4, and (2) S. 01°32'09" W. along said common line between Sections 3 & 4, 10.00 feet, and (3) S. 87°23'00" E., 2484.32 feet, and (4) Due East, 554.86 feet to a point on the Westerly line of said Unit 52 of Centerpoint Business Campus Condominium extended across the South Boulevard Right-of-Way to the South; thence N 00°26'10" E along the Westerly line of said Unit 52 and extension thereof, and along the East line of vacated Belt Line Railroad, delineated in "ASSESSOR'S PLAT NO. 141", as recorded in Liber 54A, Pages 99 & 99A, O.C.R., 903.00 feet to the Northwest corner of said Unit 52, said point also lying on the Southerly Right-of-Way line of the Centerpoint Parkway North (66 feet wide); thence due East along said South line of Centerpoint Parkway North and extension thereof,

1828.40 feet to the West line of Opdyke Road, said point also being the Northeast corner of said Unit 42 of Centerpoint Business Campus Condominium; thence S. $01^{\circ}50'27''$ E., along said West line of Opdyke Road and East line of said Units 42, 43, 49, and 50 of Centerpoint Business Campus Condominium, 843.41 feet to point of beginning.

Containing 21,176,512 sq.ft. or 486.146 acres of land more or less, and being subject to all Right-of-Ways and easements of record.



ATTACHMENT 2
RESTRICTIVE COVENANTS



90064
LIBER 39011 PAGE 84
\$94.00 MISC RECORDING
\$4.00 REMUNERATION
04/13/2007 01:46:19 P.M. RECEIPT# 39303

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

RC-WHMD-111-07-003

March 30, 2007

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made by General Motors Corporation ("GM"), with an address of 300 Renaissance Center, Detroit, Michigan 48265, and is recorded with the Oakland County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located within the area of 2100 South Opdyke Road in Pontiac, Michigan. The legal descriptions and surveys of the portion of the property that is subject to the land use and resource use restrictions specified in this Restrictive Covenant (the "Property") are attached hereto as Exhibit 1. The general location of the portion of the property subject to the land use and resource use restrictions is attached hereto as Exhibit 2.

The Property is associated with the GM Pontiac Centerpoint Campus, legally described in Exhibit 3, and has United States Environmental Protection Agency ("USEPA") Identification Number MID005356902 and is the subject of corrective action pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 *et seq.* This corrective action will be the subject of an Administrative Order on Consent to be entered into between GM and the USEPA. The Administrative Order on Consent will require GM to reserve the right to enforce the restriction and covenants set forth in this Restrictive Covenant in any document conveying an interest in the Property.

On April 28, 2006, GM submitted to the USEPA a Corrective Measures Proposal (CMP) that proposed final Corrective Measures at the Property. The CMP described and documented the investigations, corrective action activities and proposed controls for contamination remaining at the Property. USEPA reviewed GM's CMP, inspected the Property, and issued a Final Decision on August 3, 2006 approving the corrective action at the Property including implementation of an enforceable mechanism to ensure that the controls proposed by GM are implemented and remain in place. This Restrictive Covenant and the Administrative Order on Consent are collectively intended to be such a mechanism.

The CMP provides that this Restrictive Covenant will be recorded with the Oakland County Register of Deeds to: (1) prohibit use of shallow groundwater for potable use on areas of the Property shown on Exhibit 1; and (2) restrict the uses of the Property shown on Exhibit 1 for any purpose other than those characterized by the Michigan Department of Environmental

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OK - LG

March 30, 2007

Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial ("Commercial/Industrial"), unless otherwise agreed to by GM and USEPA and in consultation with MDEQ; and (3) restrict a portion of the burn pile to prevent exposure to workers not wearing required Personal Protective Equipment (PPE) and prevent the construction of a building as shown on Exhibit 1.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available at the time the CMP was approved by the USEPA. Failure of the corrective action activities to achieve and maintain the exposure controls and requirements specified in the CMP; future changes in the environmental condition of the Property; the discovery of environmental conditions at the Property that were not accounted for in the CMP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in conditions at the Property not being protective of public health, safety, and welfare, and the environment.

GM intends to reserve in any future conveyance by GM of an interest in all or part of the Property the right to enforce the restrictions and covenants in this Restrictive Covenant for: (1) GM; (2) USEPA and its authorized representatives, as third party beneficiary; and (3) MDEQ and its authorized representatives.

Summary of Corrective Action Activities

Hazardous substances have been detected at the Property at concentrations above generic residential cleanup criteria promulgated under Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act ("NREPA"), MCL § 324.20101 *et seq.*, as amended. Corrective action has been undertaken to reduce this contamination to below applicable Commercial/ Industrial criteria.

Areas of the Property described in Exhibit 1 may contain hazardous substances in excess of the concentrations developed as the unrestricted residential generic cleanup criteria under Section 20120a(1)(a) or (17) of the NREPA that have not been addressed by the activities undertaken to date. Prospective purchasers or users of the Property should undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA and the Final Decision issued by USEPA.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities authorized to act on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof, including the title holder's lessees and those persons or entities authorized to act on its behalf.

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf.

All other terms used in this document which are defined in RCRA and/or Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"),

March 30, 2007

1990 AACS R 299.5101 *et seq.*, shall have the same meaning in this document as in RCRA and Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use and Resource Use Restrictions

GM, on behalf of itself, its successors, transferees and assigns, covenants and declares that the Property shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) GM, if it is no longer the Owner; (2) MDEQ and its assigns, pursuant to Part 201 of the NREPA; and (3) USEPA and its assigns, as third party beneficiary.

1. The Owner shall prohibit all uses of the Property described in Exhibit 1 that are not compatible with the Limited Commercial II, Limited Commercial III, Limited Commercial IV, or Limited Industrial land use categories established by MDEQ under Sections 20120a(1)(g) and (i) of the NREPA, and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 4, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

2. The Owner shall manage all soils, media and/or debris that are excavated or disturbed on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of RCRA; the administrative rules promulgated thereunder; and all other applicable state and federal laws.

3. The Owner shall prohibit any construction of wells or other devices to extract shallow groundwater for potable use from the Property described in Exhibit 1.

4. The Owner shall prohibit any excavation or other intrusive activity at the burn pile as presented in Exhibit 1 that could result in the exposure to workers not wearing required PPE and the owner shall prohibit the construction of a building.

5. The Owner shall not in any way interfere with the operation of the Building 33 LNAPL and groundwater collection and treatment system.

6. The owner shall not remove, disturb or damage any monitoring wells on the Property except as provided in the Long-Term Monitoring (LM) Plan without USEPA approval.

7. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent marker placed at the burn pile noted in the Permanent Marker Plan, Exhibit 5. The Owner shall keep vegetation and other materials clear of the permanent markers to ensure that the markers are readily visible.

8. The Owner shall provide notice to the USEPA Region 5 and the MDEQ of the Owner's intent to transfer any interest in the Property at least twenty-one (21) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for

March 30, 2007

compliance with the terms and conditions of this Restrictive Covenant MDEQ Reference Number RC-WHMD-111-07-003. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. The notice required to be made to the USEPA under this Paragraph shall be made to: Director, RCRA Corrective Action, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, D-8J, Chicago, Illinois, 60604-3507. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

9. This Restrictive Covenant may only be modified or rescinded with the written approval of the USEPA and GM in consultation with MDEQ and the Owner shall cooperate in making any required modification.

10. The Owner shall provide written notice to GM, USEPA, and MDEQ within seven days of the time the Owner becomes aware of any activities that are inconsistent with the restrictions and covenants in this Restrictive Covenant.

11. GM on behalf of itself and its successors in title consents to the USEPA and the MDEQ and their designated representatives having the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Consent Order, including the right to take samples, inspect the operation of the response activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with the Consent Order.

12. GM intends that any and all owners, operators, and tenants shall not "treat", "store", or "dispose" of any "hazardous substances", hazardous wastes", or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 9601 et. seq., or under similar applicable state law, on, at, or below the Property, and shall maintain generator-only status or no generator of hazardous waste status; provided, however, that it shall be permitted to (i) accumulate such substances or wastes, generated at the site, and as allowed under applicable laws and regulations for off-site treatment, off-site storage, or off-site disposal, and (ii) use and store commercial products on-site which may contain such substances in accordance with applicable laws and regulations.

13. GM is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. GM, on behalf of itself and its successors in title, intends and agrees that MDEQ, pursuant to Part 201 of NREPA, and the USEPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against GM, as Owner, and thereafter against subsequent Owners of all or a part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

14. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

March 30, 2007

15. GM hereby reserves unto itself, its representatives, contractors, and assigns, the right of access to, and an easement to and over, the Property to enter the Property with persons and such equipment as determined necessary in GM's sole discretion and judgment to implement any remediation and corrective actions required under the environmental laws. Notwithstanding the foregoing, prior to entering onto the Property pursuant to this provision, GM shall provide subsequent Owners of all or part of the Property reasonable notice. Subsequent Owners of all or part of the Property shall be entitled to escort GM, or its agent, employees or contractors onto the Property and observe all of GM's activities, and GM shall comply with all applicable laws and regulations in connection with GM's access to the Property.

16. List of Exhibits:

Exhibit 1 – Limits of Land Use and Resource Use Restrictions – Survey and Legal Description

Exhibit 2 – Limits of Land Use and Resource Use Restrictions – General Location

Exhibit 3 – Legal Description

Exhibit 4 – Description of Allowable Uses

Exhibit 5 – Permanent Marker Plan - Burn Pile

17. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

[SIGNATURES BEGIN ON NEXT PAGE]

March 30, 2007

IN WITNESS WHEREOF,

General Motors Corporation has caused this Restrictive Covenant, PG-RRD-06 to be
 executed on this 11th day of April, 2007.

EXECUTION RECOMMENDED
 WORLDWIDE REAL ESTATE
 BY Holly A. Milewski

GENERAL MOTORS CORPORATION,
 a Delaware corporation

By: Debra Homic Hoge
 Signature

Name: **DEBRA HOMIC HOGE**
 Its: **DIRECTOR**
WORLDWIDE REAL ESTATE

STATE OF MICHIGAN

COUNTY OF Wayne

ss.

The foregoing instrument was acknowledged before me in Wayne County,
 Michigan, this 11th day of April, 2007, by Debra Homic Hoge, the
Director of General Motors Corporation, a Delaware corporation, on behalf of
 the Corporation.

CRYSTAL HOLMES
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF WAYNE
 MY COMMISSION EXPIRES May 20, 2012
 ACTING IN COUNTY OF Wayne

Crystal Holmes
 Print name: Crystal Holmes
 Notary Public, State of Michigan,
 County of Wayne
 My commission expires 5/20/2012
 Acting in the County of Wayne

Prepared by:
 Jeffery Braun
 General Motors Corporation
 300 Renaissance Center
 M.C. 482-C24-D24
 Detroit, Michigan 48243
 313-665-4875

When recorded return to:
 Worldwide Real Estate/General Motors Corporation
 MC 482-B38-C96
 200 Renaissance Center
 Detroit, Michigan 48265
 Attention: Holly A. Milewski

EXHIBIT 1

LIMITS OF LAND USE AND RESOURCE USE RESTRICTIONS

SURVEY AND LEGAL DESCRIPTION

GM PCC West Centerpoint Business Campus**LEGAL DESCRIPTION (AS SURVEYED)**

(Sidwell No.: 19-03-101-001, 19-03-101-002, 19-04-226-010, 19-04-226-012, 19-04-226-016, and 19-04-226-019)

Land in the City of Pontiac, Oakland County, Michigan, being all of lots 1, 2, 3 & 4, part of lots 5 & 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N,R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, also part of lots 2 & 3, all of lot 4 and part of lot 5, as platted, a part of "Assessor's Plat No. 98", a part of Section 4, T.2N,R.10E., as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, also part of said Section 3, lying within the following described parcel:

Commencing at the North property controlling 1/4 Corner of said Section 3; thence N. 87°23'00" W. along the North property controlling line of said Section 3, 1434.58 feet to a point, said point being distant S 87°23'00" E along said North property controlling line, 1049.50' feet from the Northwest property controlling corner of said Section 3; thence S. 02°36'20" W., 60.00 feet to a point on the Southerly right-of-way line of South Boulevard (width varies) and Westerly right-of-way line of Ring Road (50 feet wide), said point also being the Point of Beginning; thence continueing S 02°36'20" W along said Westerly right-of-way line of Ring Road, 2175.92 feet; thence 250.30 feet along said Westerly line of Ring Road and along a curve to the left (radius 319.50 feet, central angle 44°53'11", long chord bears S. 19°50'14" E., 243.95 feet); thence S. 42°16'49" E. along said Westerly line of Ring Road and along Southerly line of Unit 48 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records, 511.12 feet; thence the following nine (9) courses along the Southerly line of said Unit 48 and Unit 25 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) 87.40 feet along a curve to the left (radius 358.00 feet, central angle 13°59'14", long chord bears S. 65°55'06" E., 87.18 feet), and (2) S. 72°54'43" E., 82.10 feet, and (3) 256.77 feet along a curve to the right (radius 393.00 feet, central angle 37°25'50", long chord bears S. 54°06'50" E., 252.20 feet), and (4) S. 35°22'57" E., 5.04 feet, and (5) due East, 356.59 feet, and (6) N. 45°00'00" E., 52.32 feet, and (7) S. 86°19'30" E., 130.98 feet, and (8) S. 45°00'00" E., 40.45 feet, and (9) due East, 413.69 feet to a point on the Westerly right-of-way line of Centerpoint Parkway (width varies); thence the following four (4) courses along the Westerly right-of-way line of said Centerpoint Parkway: (1) S. 04°42'41" W., 141.05 feet, and (2) 299.62 feet along a curve to the right (radius 700.00 feet, central angle 24°31'28", long chord bears S. 16°58'24" W., 297.34 feet), and (3) S. 29°14'08" W., 85.68 feet, and (4) 675.33 feet along a curve to the left (radius 520.00 feet, central angle 74°24'38", long chord bears S. 07°58'11" E., 628.86 feet) to the point "A", said point lying on the Northerly right-of-way line of G.T.W. Rail Road; thence the following ten (10) courses along said Northerly right-of-way line of G.T.W. Rail Road: (1) N. 45°10'30" W. 993.14 feet, and (2) N. 39°38'57" W., 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24°03'14", long chord bears N. 27°37'20" W., 235.29 feet) to a point on the Southerly line of lot 5 of said "Assessor's Plat No. 110", and (4) thence

S. 69°19'44" W., 211.25 feet, and (5) N. 45°17'26" W., 1000.00 feet, and (6) N. 47°03'06" W., 813.17 feet to the most Westerly corner of said lot 5, and (7) N. 44°39'23" E., 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of lot 1 of said "Assessor's Plat No. 110", (8) N. 49°54'16" W., 515.91 feet to a point on the common line between lots 3 & 5 of said Assessor's Plat No. 98, and (9) N. 74°44'09" E. along said common line between said lots 3 & 5 of Assessor's Plat No. 98, 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said lot 3, and the most Westerly corner of said lot 5 of Assessor's Plat No. 98, measured along said common line between said lots 3 & 5, and (10) N. 50°16'31" W., 742.68 feet to a point on the Southeast right-of-way of Martin Luther King Jr. Blvd. (width varies); thence following seven (7) courses along said Southeast line of Martin Luther King Jr. Blvd.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02°31'29", long chord bears N. 41°21'19" E., 50.08 feet), and (2) N. 40°05'34" E., 263.58 feet, and (3) N. 00°12'42" W., 23.19, and (4) N. 40°05'34" E., 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27°55'02", long chord bears N. 26°14'14" E., 213.16 feet), and (6) N. 12°16'26" E., 283.65 feet, and (7) N. 01°12'32" E., 248.15 feet to a point on said Southerly right-of-way line of South Boulevard; thence following three (3) courses along said Southerly line of South Boulevard: (1) S 87°13'59" E., 299.36 feet to a point on the common line between said Sections 3 & 4, and (2) S. 01°32'09" W. along said common line between Sections 3 & 4, 10.00 feet, and (3) S. 87°23'00" E., 1048.38 feet to the Point of Beginning.

Contains 3,471,699 Square Feet or 79.699 acres, more or less, and being subject to all right-of-ways, easements and restrictions of record.

19-03-101-002

LEGAL DESCRIPTION OF "AREA FOR ADDITIONAL RESTRICTION" (AS SURVEYED)

Part of Sidwell No. ¹⁹19-03-101-001/002

Land in the City of Pontiac, Oakland County, Michigan, being a part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N,R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, also part of said Section 3, lying within the following described parcel:

Commencing at the Southeast corner of Unit 25 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records; said point also lying on the Easterly right-of-way line of Centerpoint Parkway (width varies); thence the following four (4) courses along the Westerly right-of-way line of said Centerpoint Parkway: (1) S. 04°42'41" W., 141.05 feet, and (2) 299.62 feet along a curve to the right (radius 700.00 feet, central angle 24°31'28", long chord bears S. 16°58'24" W., 297.34 feet), and (3) S. 29°14'08" W., 85.68 feet, and (4) 675.33 feet along a curve to the left (radius 520.00 feet, central angle 74°24'38", long chord bears S. 07°58'11" E., 628.86 feet) to the point "A", said point lying on the Northerly right-of-way line of G.T.W. Rail Road; thence N. 45°10'30" W. along said Northerly right-of-way line of G.T.W. Rail Road, 413.82 feet; thence N. 51°53'13" E. 17.19 feet to the Point of Beginning of the "Area For Additional Restriction"; thence continuing N. 51°53'13" E., 82.18 feet; thence

S. 55°21'59" E., 75.24 feet; thence S. 05°57'58" E., 53.89 feet; thence N. 78°13'03" W., 97.09 feet; thence N. 55°11'16" W., 45.22 feet to the Point of Beginning.
Contains 7,226 Square Feet or 0.166 acres, more or less.

GM Pontiac East Assembly Plant**LEGAL DESCRIPTION "PER RECORD" (BASED ON PROPERTY CONTROLLING CORNERS)**

Sidwell No.: 19-03-200-019

52026

T2N, R10E, Section 3, Assessor's Plat No. 110, part of lots 5, 6 & 7, all of lot 8 & part of lot 9 & all of lot 10, also part of E 1/2 of said Section 3, all described as beginning at point distant S 00°36'21" W 1215.50 feet from NE corner of said Section 3; thence S 00°36'21" W, 2059.81 feet (to E 1/4 corner of said Section 3); thence S 00°24'47" E, 880.96 feet; thence S 89°35'13" W, 95.00 feet; thence along curve to left, radius 215.00 feet, chord bears S 61°29'01" W, 202.56 feet, distance of 210.91 feet; thence along curve to right, radius 225 feet, chord bears S 62°11'13" W, 216.83 feet, distance of 226.24 feet; thence N 89°00'24" W, 1422.62 feet; thence N 45°10'30" W, 432.91 feet; thence along curve to right, radius 400 feet, chord bears N 07°58'11" W 483.74 feet, distance of 519.48 feet; thence N 29°14'08" E, 299.59 feet; thence along curve to left, radius 750 feet, chord bears N 15°19'08" E, 360.76 feet, distance of 364.33 feet; thence N 01°24'09" E, 632.31 feet, thence along curve to left, radius 750 feet, chord bears N 14°17'32" W, 405.77 feet, distance of 410.89 feet; thence N 29°59'13" W, 24.18 feet; thence N 01°32'01" E, 299.48 feet; thence N 87°51'44" W, 61.57 feet; thence N 02°32'55" E, 124.59 feet; thence S 87°25'59" E, 287.26 feet; thence N 00°11'13" E, 616.94 feet; thence along curve to left, radius 450 feet; chord bears N 47°58'00" E, 65.95 feet, distance of 66.00 feet; thence N 44°34'41" E, 56.60 feet; thence along curve to right, radius 357 feet, chord bears N 67°36'06" E, 279.25 feet, distance of 286.91 feet; thence S 89°22'30" E, 723.10 feet; thence S 85°22'15" E, 200.49 feet; thence along curve to right, radius 190 feet, chord bears S 51°09'50" E, 235.05 feet, distance of 253.43 feet; thence S 12°57'10" E, 184.05 feet; thence along curve to left, radius 250 feet, chord bears S 51°10'24" E, 309.35 feet, distance of 333.54 feet; thence S 89°23'39" E, 155.72 feet to the point of beginning. EXCEPT that part in Opdyke Road 11-7-96 FR 008, 009 & 426-004.

LEGAL DESCRIPTION "AS SURVEYED" (BASED ON PROPERTY CONTROLLING CORNERS)

52026

Land in the City of Pontiac, Oakland County, Michigan, being all that part of lots 5-9, all of lot 10, part of lot 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N, R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed), T.2N, R.10E., City of Pontiac, Oakland County, Michigan; thence S. 00°36'21" W. along the East line of said Section 3, 1215.50 feet; thence N. 89°23'39" W., 60.00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide) and being the Point of Beginning; thence S. 00°36'21" W. along the West line of Opdyke Road, 2060.01 feet to a point of deflection; thence S. 00°24'47" E. along the West line of Opdyke Road, 901.82 feet to the NorthEast corner of Unit 5 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County

Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, 40, and 24 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W., 35.00 feet, and (2) N. 00°24'47" W., 20.00 feet, and (3) 210.91 feet along a curve to the left (radius 215.00 feet, central angle 56°12'23", long chord bears S. 61°29'01" W., 202.56 feet) to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57°36'46", long chord bears S. 62°11'13" W., 216.83 feet), and (5) N. 89°00'24" W., 1422.62 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following seven (7) courses along said Easterly line of Centerpoint Parkway: (1) N. 45°10'30" W., 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle 74°24'38", long chord bears N. 07°58' 11" W., 483.74 feet), and (3) N. 29°14'08" E., 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27°49'59", chord bears N. 15°19'08" E. 360.76 feet), and (5) N. 01°24'09" E., 632.31 feet, and (6) 410.89 feet along a curve the left (radius 750.00 feet, central angle 31°23'22", long chord bears N. 14°17'32" W., 405.77 feet), and (7) N. 29°59'13" W., 24.18 feet to the most Southerly corner of Unit 10 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence the following three (3) courses along the Easterly and Northerly line of said Unit 10: (1) N. 01°32'01" E., 299.48 feet, and (2) N. 87°51'44" W., 61.57 feet, and (3) N. 02°32'55" E., 124.59 feet to a point, said point being an interior lot corner on the South line of Unit 11 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence S. 87°25'59" E., 287.26 feet to the Southeast corner of said Unit 11; thence N. 00°11'13" E. along the East line of said Unit 11, 616.94 feet; to a point on the Southerly line of Campus Drive (width varies), said point being the Northeast corner of said Unit 11; thence the following nine (9) courses along said Southerly line of Campus Drive: (1) 66.00 feet along a curve to the left (radius 450.00 feet, central angle 08°24'14", long chord bears N. 47°58'00" E., 65.95 feet), and (2) N. 44°34'41" E., 56.60 feet, and (3) 286.91 feet along a curve to the left (radius 357.00 feet, central angle 46°02'49", chord bears N. 67°36'06" E., 279.25 feet), and (4) S. 89°22'30" E., 723.10 feet, and (5) S. 85°22'15" E., 200.49 feet, and (6) 253.43 feet along a curve to the right (radius 190.00 feet, central angle 76°25'20", long chord bears S. 51°09'50" E., 235.05 feet), and (7) S. 12°57'10" E., 184.05 feet, and (8) 333.54 feet along a curve to the left (Radius 250.00 feet, central angle 76°26'28", long chord bears S. 51°10'24" E. 309.35 feet), and (9) S. 89°23'39" E., 95.72 feet to the point of beginning.

Contains 7,075,179 Square Feet or 162.424 acres and subject to all easements and restrictions of record.

GM PCC East, Detention Pond, Centerpoint Business Campus**LEGAL DESCRIPTION (BASED ON PROPERTY CONTROLLING CORNERS)**

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lot 7, as platted, a part of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Commencing at the North property controlling 1/4 corner of said Section 3, Township 2 North, Range 10 East; thence due East along the North property controlling line of Section 3, 1778.26 feet to a point, said point being distant due West along said North property controlling line of Section 3, 669.60 feet from the Northeast property controlling corner of said Section 3; thence due South, 60.00 feet to a point on the South line of South Boulevard (120 feet wide) and West line of North Connector Road (66 feet wide), said point being the Point of Beginning; thence continueing due South along the West line of said North Connector Road, 195.69 feet; thence South 74 degrees 26 minutes 44 seconds West, 16.09 feet; thence Due West, 453.06 feet; thence North 44 degrees 50 minutes 04 seconds West, 20.48 feet; thence due North, 185.48 feet to a point on said South line of South Boulevard; thence due East along said South line of South Boulevard, 483.00 feet to the Point of Beginning.

Containing 96,462 sq. ft. or 2.214 acres in area, more or less, and being subject to all easements of record.

pt 19-03-201-001

52026

PCC Central Centerpoint Business Campus**LEGAL DESCRIPTION**

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as:

That part of Lot 5, ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 46 of Plats, Oakland County Records, described as follows: Beginning at a point on the North line of said Section 3, which is North 87 degrees 23 minutes 00 seconds West, 49.70 feet from the North $\frac{1}{4}$ corner of said Section 3; thence South 02 degrees 36 minutes 47 seconds West, 1125.94 feet; thence on a curve to the left, having a radius of 810.00 feet, with a chord bearing and distance of South 13 degrees 41 minutes 13 seconds East, 454.68 feet; thence South 29 degrees 59 minutes 13 seconds East, 135.67 feet; thence South 60 degrees 00 minutes 47 seconds West, 498.29 feet; thence on a curve to the left having a radius of 347.00 feet, with a chord bearing and distance of South 41 degrees 09 minutes 50 seconds West, 224.22 feet; thence South 18 degrees 13 minutes 45 seconds West, 175.45 feet; thence South 22 degrees 18 minutes 53 seconds West, 347.12 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of South 80 degrees 01 minutes 02 seconds West, 455.61 feet; thence North 42 degrees 16 minutes 49 seconds West, 408.58 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of North 19 degrees 50 minutes 14 seconds West, 205.77 feet; thence North 02 degrees 36 minutes 20 seconds East, 2236.04 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East along said North line, 1334.96 feet to the Point of Beginning.

19-03-126-008

52046

1011

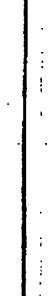


EXHIBIT 2

LIMITS OF LAND USE AND RESOURCE USE RESTRICTIONS

GENERAL LOCATION

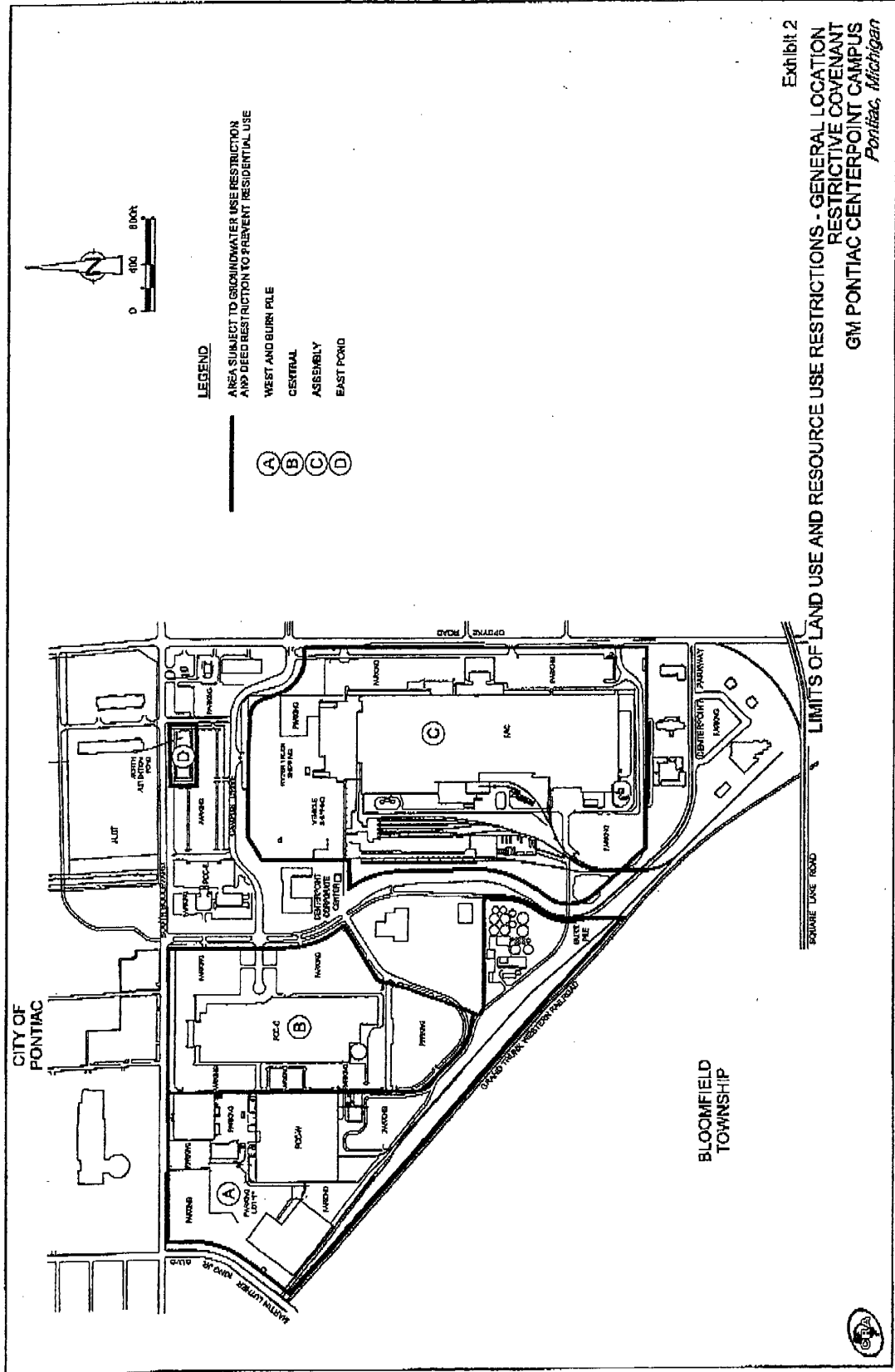


EXHIBIT 3

LEGAL DESCRIPTION

GM Pontiac Centerpoint Campus Facility**LEGAL DESCRIPTION**

1B098

Part of lots 2 & 3, all of lot 4 and part of lots 5 & 6, as platted, a part of "Assessor's Plat No. 98", a part of Section 4, T.2N, R.10E., as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, ALSO all of lots 1, 2, 3, 4, 5, 6, part of lots 7, 8 & 9, all of lot 10, part of lot 11, and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N, R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, ALSO all of Units 4, 5, 7, 9, 10, 11, 13, 14, 19, 21, 22, 24, 25, 27, 32, 34, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed thereof as recorded in Liber 16667, Pages 11 through 47 inclusive, and as amended by First Amendment to Master Deed recorded in Liber 17018 Pages 808 through 818, and as amended by Second Amendment to Master Deed as recorded in Liber 17615, Pages 107 through 120 and as amended by Third Amendment to Master Deed as recorded in Liber 18244, Pages 160 through 171, and as amended by Fourth Amendment to Master Deed as recorded in Liber 20069, Pages 099 through 110, and as amended by the Fifth Amendment to the Master Deed as recorded in Liber 21468, page 838, and as amended by the Sixth Amendment to the Master Deed as recorded in Liber 24909, page 536-549, and as amended by the Seventh Amendment to the Master Deed as recorded in Liber 28874, page 141-157, and as amended by the Eight Amendment to the Master Deed as recorded in Liber 35596, page 855, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, together with rights in General Common Elements and Limited Common Elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, ALSO part of Section 3, T.2N, R.10E., and part of Section 34, T.3N, R.10E., City of Pontiac, Oakland County, Michigan, all of the above being more particularly described as:

Beginning at a point distant due West along the North Property Controlling Line of Section 3, T.2N., R.10E. (as previously surveyed), 60.00 feet from the Northeast Property Controlling Corner of said Section 3 (as previously surveyed); thence S. 00°36'21" W. along the West line of Opdyke Road (120 feet wide), 3274.88 feet to a point of deflection; thence S. 00°24'47" E. along the West line of Opdyke Road, 1109.17 feet to a point on the Westerly Right-of-Way line of a highway ramp (width varies), said point also lying on the Southerly and Easterly line of said Unit 5 of Centerpoint Business Campus Condominium; Thence the following seven (7) courses along said Westerly Right-of-Way line of the highway ramp and Southeasterly and Southerly line of said Units 4, 5, 19, 32, and 55 of Centerpoint Business Campus Condominium: (1) S. 89°35'13" W., 30.00 feet, and (2) S. 03°24'04" W., 451.00 feet, and (3) S. 24°36'14" W., 331.06 feet, and (4) S. 43°03'54" W., 431.82 feet, and (5) S. 62°11'47" W., 340.00 feet, and (6) S. 82°40'27" W., 302.66 feet, and (7) N. 89°17'36" W., 102.40 feet to a point on the Northeasterly line of Grand Trunk Western Railroad Right-of-Way (width varies), said point being the Southwesterly corner of said Unit 55 of Centerpoint Business Campus Condominium; thence the following seven (7) courses along said Northeasterly line of Grand Trunk Western Railroad Right-of-Way and Southwesterly line of said Units 55 & 57 of said Centerpoint Business Campus Condominium: (1) 556.10 feet along a curve to the left (radius 5874.58 feet, central angle 05°25'25", long chord bears N. 30°18'06" W., 555.89

52026
900/004

feet), and (2) N. 56°25'30" E., 30.56 feet, and (3) N. 33°34'30" W., 204.44 feet, and (4) N. 36°36'30" W., 354.49 feet, and (5) N. 39°27'30" W., 286.71 feet, and (6) N. 45°22'40" W., 110.01 feet, and (7) N. 00°35'31" E., 98.83 feet to a point on the Westerly Right-of-Way line of Centerpoint Parkway (width varies); thence the following ten (10) courses along said Northeasterly Right-of-Way line of Grand Trunk Western Railroad: (1) N. 45°10'30" W., 1259.20 feet, and (2) N. 39°38'57" W., 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24°03'14", long chord bears N. 27°37'20" W., 235.29 feet) to a point on the Southerly line of lot 5 of said "Assessor's Plat No. 110", and (4) S. 69°19'44" W. along said Southerly line, 211.25 feet, and (5) continuing along said Southerly line N. 45°17'26" W., 1000.00 feet, and (6) continuing along said Southerly line N. 47°03'06" W., 813.17 feet to the most Westerly corner of said lot 5, and (7) N. 44°39'23" E., 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of lot 1 of said "Assessor's Plat No. 110", (8) N. 49°54'16" W., 515.91 feet to a point on the common line between lots 3 & 5 of said Assessor's Plat No. 98, and (9) N. 74°44'09" E. along said common line between said lots 3 & 5 of Assessor's Plat No. 98, 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said lot 3, and the most Westerly corner of said lot 5 of Assessor's Plat No. 98, measured along said common line between said lots 3 & 5, and (10) N. 50°16'31" W., 742.68 feet to a point on the Southeast Right-of-Way line of Martin Luther King Jr. Blvd. (width varies); thence the following seven (7) courses along said Southeast line of Martin Luther King Jr. Blvd.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02°31'29", long chord bears N. 41°21'19" E., 50.08 feet), and (2) N. 40°05'34" E., 263.58 feet, and (3) N. 00°12'42" W., 23.19, and (4) N. 40°05'34" E., 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27°55'02", long chord bears N. 26°14'14" E., 213.16 feet), and (6) N. 12°16'26" E., 283.65 feet, and (7) N. 01°12'32" E., 248.15 feet to a point on the Southerly Right-of-Way line of South Boulevard (120 feet wide); thence the following four (4) courses along said Southerly line of South Boulevard: (1) S 87°13'59" E., 299.36 feet to a point on the common line between said Sections 3 & 4, and (2) S. 01°32'09" W. along said common line between Sections 3 & 4, 10.00 feet, and (3) S. 87°23'00" E., 2484.32 feet, and (4) Due East, 554.86 feet to a point on the Westerly line of said Unit 52 of Centerpoint Business Campus Condominium extended across the South Boulevard Right-of-Way to the South; thence N 00°26'10" E along the Westerly line of said Unit 52 and extension thereof, and along the East line of vacated Belt Line Railroad, delineated in "ASSESSOR'S PLAT NO. 141", as recorded in Liber 54A, Pages 99 & 99A, O.C.R., 903.00 feet to the Northwest corner of said Unit 52, said point also lying on the Southerly Right-of-Way line of the Centerpoint Parkway North (66 feet wide); thence due East along said South line of Centerpoint Parkway North and extension thereof, 1828.40 feet to the West line of Opdyke Road, said point also being the Northeast corner of said Unit 42 of Centerpoint Business Campus Condominium; thence S. 01°50'27" E., along said West line of Opdyke Road and East line of said Units 42, 43, 49, and 50 of Centerpoint Business Campus Condominium, 843.41 feet to point of beginning.

Containing 21,176,512 sq. ft. or 486.146 acres of land more or less, and being subject to all Right-of-Ways and easements of record.

19-03-101-002 - AP# 98 Lot 2 & AP# 110 1, 2, 4, 5, 11 & Lot 3 & NE 1/4 SW 1/4 & SE 1/4 52026
 19-03-126-008 - AP# 110 - Lot 5 52026
 19-03-201-001 - AP# 110 Lot 5 - 7 also NE 1/4 52026
 19-03-200-019 - AP# 110 Lot 5 - 5, 6, 7, 8, 9, 10 & NE 1/4 & SE 1/4 52026
 14-34-453-005 - AP# 141 - Lot 9 54A099
 and See attached for additional Sidwells

EXHIBIT 4

DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory II Land Use Category

Any uses allowed under the Commercial Subcategory II Land Use Category, described as follows in RRD Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory II: The degree of exposure for such employees under subcategory II property is assumed to be equivalent to the exposures used to model outdoor activities in the development of the generic industrial criteria. As a result, a unique set of generic criteria has not been defined for this subcategory of commercial land use. Properties that fall into this subcategory should be addressed through the application of the generic industrial criteria or through a site-specific risk assessment.

This commercial land use subcategory is characterized by the following features. Access to the public is reliably restricted, consistent with its use by fences, security, or both. Affected surficial soils are located in unpaved or landscaped areas that are frequently contacted by worker populations such as groundskeepers, maintenance workers, or other employees whose primary duties are performed outdoors. If groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. This subcategory could include, but is not limited to, the following uses:

- a) large scale commercial warehouse operations;
- b) wholesale lumber yards;
- c) building supply warehouses.

Commercial Subcategory III Land Use Category

Any uses allowed under the Commercial Subcategory III Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory III (low soil intensive): A worker whose primary duties take place indoors but also include some outdoor activities such as collecting trash is the receptor for this subcategory. A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. The receptors for this subcategory are expected to work at the kinds of establishments that are listed below and

conducting activities that take place both indoors and outdoors. This subcategory could include, but is not limited to, the following uses:

- a) retail gas stations;
- b) auto service stations;
- c) auto dealerships;
- d) retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use);
- e) repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards;
- f) small warehouse operations.

Commercial Subcategory IV Land Use Category

Any uses allowed under the Commercial Subcategory IV Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory IV (high soil intensive): A groundskeeper worker population has been identified as the appropriate receptor population for development in this subcategory. The worker/receptor population at these commercial facilities is expected to engage in high soil intensive activities. The primary tasks performed by these workers will result in significant physical interaction with the soil. A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). At least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors; this includes those workers from off-site who work at multiple properties such as commercial landscapers. General public contact with these areas is anticipated to be significantly less than the worker's contact, both in terms of frequency and duration. If groundwater is relied upon for drinking water, worker populations would receive one-half of their total daily drinking water exposure at the facility. This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- a) professional offices (lawyers, architects, engineers, real estate, insurance, etc.);
- b) medical/dental offices and clinics (not including hospitals);
- c) banks, credit unions, savings and loan institutions, etc.;

- d) publicly owned office buildings;
- e) any retail business whose principal activity is the sale of food or merchandise within an enclosed building;
- f) personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).

Industrial Land Use Category

Any uses allowed under the Industrial Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

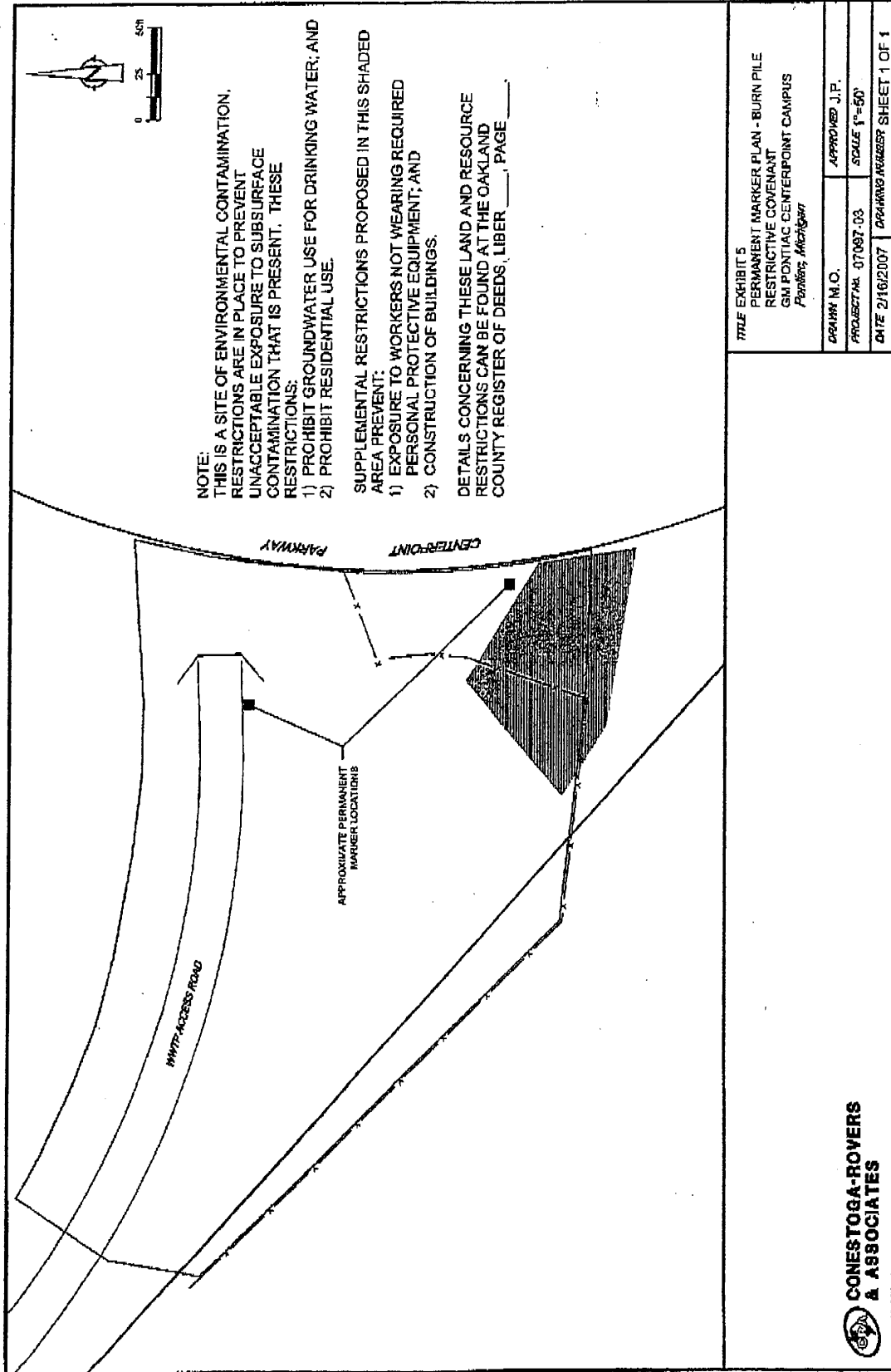
Industrial Land Use Category: Industrial land use includes both of the following two elements:

1. The primary activity at the property is and will continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage) and access is and will continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both). Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above, and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include farms, gasoline service stations, or other commercial establishments where children may commonly be present.

2. The current zoning of the property is industrial, the zoning is anticipated to be industrial (see below), or the RAP/CAP includes documentation that the current industrial use is a legal nonconforming use. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial." Documentation of zoning must be included in the RAP/CAP and must include a map or current property record card that shows the zoning status of the facility and all adjacent properties. For each designated zoning category, the documentation must also include the text of the zoning code or ordinance for that designation. If the text for the zoning category refers to any other categories, text for those categories must also be included. If the RAP/CAP is based on anticipated zoning changes, documentation of how and when the zoning changes are to be accomplished and that the proposed criteria are consistent with the new zoning designation must be provided. The MDEQ shall not grant final approval until a final determination of that zoning change has been made by the local unit of government. The RAP/CAP must identify the nearest current residential land uses and nearest properties which are zoned for residential use. Any legal nonconforming land uses in the vicinity of the facility must be identified in the RAP/CAP (e.g., residential use on a parcel zoned "transitional industrial").

EXHIBIT 5

PERMANENT MARKER PLAN – BURN PILE



TITLE EXHIBIT 5

PERMANENT MARKER PLAN - BURN PILE
RESTRICTIVE COVENANT
GM PONTIAC CENTERPOINT CAMPUS
Pontiac, Michigan


DRAWN M.O.

APPROVED J.P.

PROJECT NO. 07087.03

SCALE 1"=50'

DATE 2/16/2007 DRAWING NUMBER SHEET 1 OF 1

 CONESTOGA-ROVERS
& ASSOCIATES

07087-COUPRES0181GM-PONTIAC FEB 28/2007

CONDOMINIUM CONTROL SHEET LIBER 39011 P. 12.1

OCCP NO 1004 TITLE CENTERPOINT BUSINESS CAMPUS
 CVT CODE 6A TWP/CITY PONTIAC MAP PG NO.

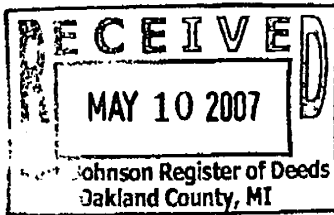
UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
1		19-03-426-007	19-03-426-008 & 009	35		14-34-476-008	006
2		(008)	()	36		009	()
3		(009)	()	37		010	()
4		427-003	19-03-426-009	38		14-34-453-010	009
5		(002)	()	39		14-34-476-011	453-009
6		001	()	40		19-03-427-008	006
7		176-003	19-03-426-009	41		19-03-427-009	006
8		(002)	()	42		14-34-476-012	008 & 009
9		(001)	()	43		013	209 & 010
10		202-002	19-03-200-003	44		014	010
11		(001)	()	45		015	008
12		176-001	19-03-200-018	46		14-34-453-011	476-011
13		(002)	()	47		19-03-176-008	006 & 007
14		(003)	()	48		009	006
15		14-34-476-006	*	49		14-34-476-016	014
16		453-008	14-34-453-006	50		017	014
17		()	* *	51		14-34-453-012	010
18		()	14-34-380-040	52		013	010
19		19-03-426-010	19-03-426-009	53		19-03-226-006	005
20		(011)	()	54		007	005
21		427-004	19-03-427-001	55		19-03-426-014	78 & 12
22		(005)	()	56		015	003
23		006	()	57		016	007
24		007	()				
25		176-004	-002				
26		(005)	-002				
27		226-004	-001				
28		(005)	-001				
29		176-006	005				
30		(-007)	005				
31		426-012	011				
32		013	011				
33		14-34-453-009	008 & 476-006				
34		(476-007)	006				

Balance Parcels
 14-34-380-042 ✓
 (451-026 ✓
 19-03-101-001 ✓
 (200-019 ✓
 201-001 ✓

9001004

11 21 22 23 24 25 26 27 28 29 30 31 32 33 34

LIBER 39117 PAGE 191



111228
LIBER 39117 PAGE 191
\$43.00 MISC RECORDING
\$4.00 REMONUMENTATION
05/10/2007 09:31:09 A.M. RECEIPT# 49834

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

J-LOT
March 30, 2007

RC-WHMD-111-07-002

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made by General Motors Corporation ("GM"), with an address of 300 Renaissance Center, Detroit, Michigan 48265, and is recorded with the Oakland County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located within the area of Centerpoint Parkway and South Boulevard in Pontiac, Michigan, known as the J-Lot. The property described in Exhibit 1 is subject to the land use and resource use restrictions specified in this Restrictive Covenant (the "Property").

The Property is associated with the GM Pontiac Centerpoint Campus, United States Environmental Protection Agency ("USEPA") Identification Number MID005356902, and is the subject of corrective action pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 *et seq.* This corrective action will be the subject of an Administrative Order on Consent to be entered into between GM and the USEPA. The Administrative Order on Consent will require GM to reserve the right to enforce the restriction and covenants set forth in this Restrictive Covenant in any document conveying an interest in the Property.

On April 28, 2006, GM submitted to the USEPA a Corrective Measures Proposal (CMP) that proposed final Corrective Measures at the GM Pontiac Centerpoint Campus, including the Property. The CMP described and documented the investigations, corrective action activities and proposed controls for contamination remaining at the Property. USEPA reviewed GM's CMP, inspected the Property, and issued a Final Decision on August 3, 2006 approving the corrective action at the Property, including implementation of an enforceable mechanism to ensure that the controls proposed by GM are implemented and remain in place. This Restrictive Covenant and the Administrative Order on Consent are collectively intended to be such a mechanism.

The CMP provides that this Restrictive Covenant will be recorded with the Oakland County Register of Deeds to: (1) prohibit use of shallow groundwater for potable use and (2) restrict the uses of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (Commercial/Industrial), unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available at the time the CMP was approved by the USEPA. Failure of the corrective action activities to achieve and maintain the exposure controls and requirements

specified in the CMP; future changes in the environmental condition of the Property; the discovery of environmental conditions at the Property that were not accounted for in the CMP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in conditions at the Property not being protective of public health, safety, and welfare, and the environment.

GM intends to reserve in any future conveyance by GM of an interest in all or part of the Property the right to enforce the restrictions and covenants in this Restrictive Covenant for: (1) GM; (2) USEPA and its authorized representatives, as third party beneficiary; and (3) MDEQ and its authorized representatives.

Summary of Corrective Action Activities

Hazardous substances have been detected at the Property at concentrations above generic residential cleanup criteria promulgated under Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act ("NREPA"), MCL § 324.20101 *et seq.*, as amended. Corrective action has been undertaken to reduce this contamination to below applicable Commercial/Industrial criteria.

Areas of the Property may contain hazardous substances in excess of the concentrations developed as the unrestricted residential generic cleanup criteria under Section 20120a(1)(a) or (17) of the NREPA that have not been addressed by the activities undertaken to date. Prospective purchasers or users of the Property should undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA and the Final Decision issued by USEPA.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities authorized to act on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof, including the title holder's lessees and those persons or entities authorized to act on its behalf.

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf.

All other terms used in this document which are defined in RCRA and/or Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5101 *et seq.*, shall have the same meaning in this document as in RCRA and Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use and Resource Use Restrictions

GM, on behalf of itself, its successors, transferees and assigns, covenants and declares that the Property shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against

the Owner by the following entities: (1) GM, if it is no longer the Owner; (2) MDEQ and its assigns, pursuant to Part 201 of the NREPA; and (3) USEPA and its assigns, as third party beneficiary.

1. The Owner shall prohibit all uses of the Property that are not compatible with the Limited Commercial II, Limited Commercial III, Limited Commercial IV, or Limited Industrial land use categories established by MDEQ under Sections 20120a(1)(g) and (i) of the NREPA, and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 2, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

2. The Owner shall manage all soils, media and/or debris that are excavated or disturbed on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of RCRA; the administrative rules promulgated thereunder; and all other applicable state and federal laws.

3. The Owner shall prohibit any construction of wells or other devices to extract shallow groundwater for potable use from the Property.

4. The Owner shall provide notice to the USEPA Region 5 and the MDEQ of the Owner's intent to transfer any interest in the Property at least twenty-one (21) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant MDEQ Reference Number RC-WHMD-111-07-002. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. The notice required to be made to the USEPA under this Paragraph shall be made to: Director, RCRA Corrective Action, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, D-8J, Chicago, Illinois, 60604-3507. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

5. This Restrictive Covenant may only be modified or rescinded with the written approval of the USEPA and GM in consultation with MDEQ and the Owner shall cooperate in making any required modifications.

6. GM on behalf of itself and its successors in title consents to the USEPA and the MDEQ and their designated representatives having the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Consent Order, including the right to take samples, inspect the operation of the response activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with the Consent Order.

7. GM intends that any and all owners, operators, and tenants shall not "treat", "store", or "dispose" of any "hazardous substances", hazardous wastes", or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 9601 et. seq., or under similar applicable state law, on, at, or below the Property, and shall maintain generator-only status or no generator of hazardous waste status; provided, however, that it shall be permitted to (i) accumulate such substances or wastes, generated at the site, and as allowed under applicable laws and regulations for off-site

treatment, off-site storage, or off-site disposal, and (ii) use and store commercial products on-site which may contain such substances in accordance with applicable laws and regulations.

8. GM is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. GM, on behalf of itself and its successors in title, intends and agrees that MDEQ, pursuant to Part 201 of NREPA, and the USEPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against GM, as Owner, and thereafter against subsequent Owners of all or a part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

9. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

10. List of Exhibits:

Exhibit 1 – Legal Description

Exhibit 2 – Description of Allowable Uses

11. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF,

General Motors Corporation has caused this Restrictive Covenant, ~~RC-RRD-06~~ ^{Hun} to be executed on this 10th day of April, 2007.

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: [Signature]
Signature

Name: **DEBRA HOMIC HOGE**
Its: **DIRECTOR**
WORLDWIDE REAL ESTATE

AGREED AND CONSENTED TO BY
OWNER:

Centerpoint Associates,, LLC,
a Michigan corporation ~~LIMITED~~
~~LIABILITY COMPANY~~

BY: [Signature]
Signature

Name: DOUGLAS M. ETKIN
Its: MANAGER

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

The foregoing instrument was acknowledged before me in Wayne County, Michigan, this 10th day of April, 2007, by Debra H Hoge, the Director of General Motors Corporation, a Delaware corporation, on behalf of the Corporation.

CRYSTAL HOLMES
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 20, 2012
CTING IN COUNTY OF

[Signature]
Print name: Chrystal Holmes
Notary Public, State of Michigan,
County of Wayne
My commission expires 5/20/2012
Acting in the County of Wayne

LIBER 39117 PG 196

J-LOT
March 30, 2007

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

ss.

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 23rd day of April, 2007, by Douglas H. Etkin, the Manager of Centerpoint Associates, LLC, a Michigan corporation, on behalf of the Corporation.

HELEN NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 24, 2011
Acting in the County of OAKLAND

Helen Nichols
Print name: Helen Nichols
Notary Public, State of Michigan,
County of OAKLAND
My commission expires Nov. 24, 2011
Acting in the County of OAKLAND

Prepared by:

Jeffery Braun
General Motors Corporation
300 Renaissance Center
M.C. 482-C24-D24
Detroit, Michigan 48243
313-665-4875

When recorded return to:

Worldwide Real Estate/General Motors Corp.
MC 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
Attention: Holly A. Milewski

EXHIBIT 1

LEGAL DESCRIPTION

Exhibit "A"

01001004

Part of Unit 52 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed recorded in Liber 16667, Pages 11 to 47, inclusive, Oakland County Records, First Amendment to the Master Deed recorded in Liber 17018, Pages 808 to 818, inclusive, Second Amendment to the Master Deed recorded in Liber 17615, Pages 107 to 120, inclusive, Third Amendment to the Master Deed recorded in Liber 18244, Page 160 to 171, inclusive, Fourth Amendment to the Master Deed recorded in Liber 20069, Page 99 to 107, inclusive, Fifth Amendment to Master Deed recorded in Liber 21468, Page 838 to 854, inclusive, Sixth Amendment to Master Deed recorded in Liber 24909, Page 537 to 549, inclusive, Seventh Amendment to Master Deed recorded in Liber 28874, Page 149 to 157, inclusive, and Eighth Amendment to Master Deed recorded in Liber 35596, Page 855 to 874, inclusive, Oakland County Records and designated as Oakland County Subdivision Plan No. 1004, together with rights in general common elements and limited common elements as set forth in the above Master Deed (and Amendments thereto) and as described in Act 59 of the Public Acts of 1978, as amended

Being more particularly described as: Beginning at the Southwest corner of said Unit 52 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence North 00 degrees 26 minutes 10 seconds East along the East line of G.T.R.R. Belt Line, delineated in ASSESSOR'S PLAT NO. 141., as recorded in Liber 54A, Pages 99 and 99A, Oakland County Records, 783.00 feet to the Northwest corner of said Unit 52; thence due East, along the South line of Centerpoint Parkway North (66 feet wide), 536.06 feet; thence South 782.98 feet to the point on the North line of South Boulevard (120 feet wide); thence due West along said North line of South Boulevard, 542.02 feet to Point of Beginning.

PT 14-34-453-013

Exhibit 1
Page 2
Survey Drawing of Legal Description

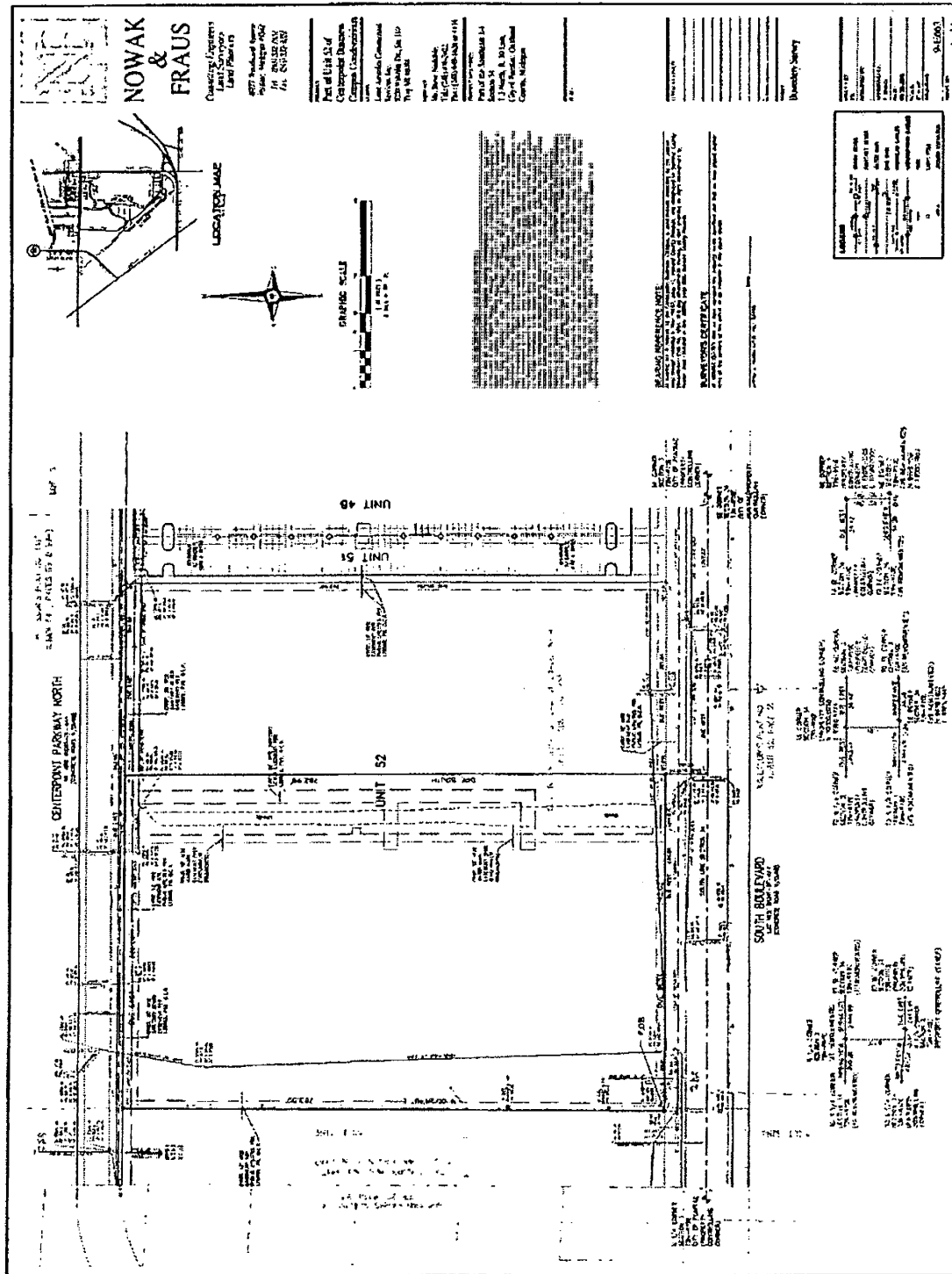


EXHIBIT 2

DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory II Land Use Category

Any uses allowed under the Commercial Subcategory II Land Use Category, described as follows in RRD Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory II: The degree of exposure for such employees under subcategory II property is assumed to be equivalent to the exposures used to model outdoor activities in the development of the generic industrial criteria. As a result, a unique set of generic criteria has not been defined for this subcategory of commercial land use. Properties that fall into this subcategory should be addressed through the application of the generic industrial criteria or through a site-specific risk assessment.

This commercial land use subcategory is characterized by the following features. Access to the public is reliably restricted, consistent with its use by fences, security, or both. Affected surficial soils are located in unpaved or landscaped areas that are frequently contacted by worker populations such as groundskeepers, maintenance workers, or other employees whose primary duties are performed outdoors. If groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. This subcategory could include, but is not limited to, the following uses:

- a) large scale commercial warehouse operations;
- b) wholesale lumber yards;
- c) building supply warehouses.

Commercial Subcategory III Land Use Category

Any uses allowed under the Commercial Subcategory III Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory III (low soil intensive): A worker whose primary duties take place indoors but also include some outdoor activities such as collecting trash is the receptor for this subcategory. A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks

performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. The receptors for this subcategory are expected to work at the kinds of establishments that are listed below and conducting activities that take place both indoors and outdoors. This subcategory could include, but is not limited to, the following uses:

a) retail gas stations;

b) auto service stations;

c) auto dealerships;

d) retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use);

e) repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards;

f) small warehouse operations.

Commercial Subcategory IV Land Use Category

Any uses allowed under the Commercial Subcategory IV Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory IV (high soil intensive): A groundskeeper worker population has been identified as the appropriate receptor population for development in this subcategory. The worker/receptor population at these commercial facilities is expected to engage in high soil intensive activities. The primary tasks performed by these workers will result in significant physical interaction with the soil. A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). At least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors; this includes those workers from off-site who work at multiple properties such as commercial landscapers. General public contact with these areas is anticipated to be significantly less than the worker's contact, both in terms of frequency and duration. If groundwater is relied upon for drinking water, worker populations

would receive one-half of their total daily drinking water exposure at the facility. This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- a) professional offices (lawyers, architects, engineers, real estate, insurance, etc.);
- b) medical/dental offices and clinics (not including hospitals);
- c) banks, credit unions, savings and loan institutions, etc.;
- d) publicly owned office buildings;
- e) any retail business whose principal activity is the sale of food or merchandise within an enclosed building;
- f) personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).

Industrial Land Use Category

Any uses allowed under the Industrial Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Industrial Land Use Category: Industrial land use includes both of the following two elements:

1. The primary activity at the property is and will continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage) and access is and will continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both). Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above, and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include farms, gasoline service stations, or other commercial establishments where children may commonly be present.

2. The current zoning of the property is industrial, the zoning is anticipated to be industrial (see below), or the RAP/CAP includes documentation that the current industrial use is a legal nonconforming use. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial." Documentation of zoning must be included in the RAP/CAP and must include a map or current property record card that shows the zoning status of the facility and all adjacent properties. For each designated zoning category, the documentation must also include the text of the zoning code or ordinance for that designation. If the text for the zoning category refers to any other categories, text for those categories must also be included. If the RAP/CAP is based on anticipated zoning changes, documentation of how and when the zoning changes are to be accomplished and that the proposed criteria are consistent

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J-LOT
March 30, 2007

with the new zoning designation must be provided. The MDEQ shall not grant final approval until a final determination of that zoning change has been made by the local unit of government. The RAP/CAP must identify the nearest current residential land uses and nearest properties which are zoned for residential use. Any legal nonconforming land uses in the vicinity of the facility must be identified in the RAP/CAP (e.g., residential use on a parcel zoned "transitional industrial").

ATTACHMENT 3

LIST OF ALL CURRENT ENCUMBRANCES
ON THE PROPERTY

J Lot Parcel.

N-098611a

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. Effective Date: February 05, 2007 at 8:00 am

Commitment No.: N-098611a
0000034040

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

Centerpoint Associates, L.L.C., a Michigan limited liability company, successor by conversion to Centerpoint Associates Limited Partnership

4. The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611a
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

Part of Unit 52 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed recorded in Liber 16667, Pages 11 to 47, inclusive, Oakland County Records, First Amendment to the Master Deed recorded in Liber 17018, Pages 808 to 818, inclusive, Second Amendment to the Master Deed recorded in Liber 17615, Pages 107 to 120, inclusive, Third Amendment to the Master Deed recorded in Liber 18244, Page 160 to 171, inclusive, Fourth Amendment to the Master Deed recorded in Liber 20069, Page 99 to 107, inclusive, Fifth Amendment to Master Deed recorded in Liber 21468, Page 838 to 854, inclusive, Sixth Amendment to Master Deed recorded in Liber 24909, Page 537 to 549, inclusive, Seventh Amendment to Master Deed recorded in Liber 28874, Page 149 to 157, inclusive, and Eighth Amendment to Master Deed recorded in Liber 35596, Page 855 to 874, inclusive, Oakland County Records and designated as Oakland County Subdivision Plan No. 1004, together with rights in general common elements and limited common elements as set forth in the above Master Deed (and Amendments thereto) and as described in Act 59 of the Public Acts of 1978, as amended

Being more particularly described as: Beginning at the Southwest corner of said Unit 52 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence North 00 degrees 26 minutes 10 seconds East along the East line of G.T.R.R. Belt Line, delineated in ASSESSOR'S PLAT NO. 141., as recorded in Liber 54A, Pages 99 and 99A, Oakland County Records, 783.00 feet to the Northwest corner of said Unit 52; thence due East, along the South line of Centerpoint Parkway North (66 feet wide), 536.06 feet; thence South 782.98 feet to the point on the North line of South Boulevard (120 feet wide); thence due West along said North line of South Boulevard, 542.02 feet to Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**

1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
2. PAYMENT OF TAXES:

Tax Identification No. 64-14-34-453-013

2006 Summer tax paid in the amount of \$736.05.

2006 Winter tax paid in the amount of \$35.08.

SEV \$1,192,590
3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

Schedule B- Section 1 - Commitment No. N-098611a

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached
Form No. 91-88 (B1)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Rights of the co-owners of CenterPoint Business Campus in common elements as set forth in the Master Deed as amended and as described in Act 59 of the Public Acts of 1978 as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed and Statutes.
6. Unrecorded utility easement in favor of the Detroit Edison Company, as disclosed in Warranty Deed recorded in Liber 15423, Page 860.
7. Declaration of Covenants, Conditions and Restrictions and Easements contained therein, as recorded in Liber 15598, Page 9; Partial Waiver thereof recorded in Liber 16456, Page 1.
8. Easement Agreement and the terms, conditions and provisions thereof, as recorded in Liber 16403, Page 1.
9. Grant of Landscaping Easements and Agreement for Maintenance, recorded in Liber 16667, Page 1
10. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 20117, Page 92.
11. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611a
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

provisions therein, recorded in Liber 22059, Page 802.

12. Leasehold Mortgage and Security Agreement executed by Centerpoint Associates Limited Partnership, a Michigan Limited Partnership to Michigan National Bank, a national banking association in the amount of \$2,000,000.00, dated September 9, 1994, recorded September 20, 1994 in Liber 14986, page 1, as amended by First Amendment recorded January 21, 1997 in Liber 16921, Page 404, also by Second Amendment thereto recorded in Liber 20934, Page 9.
13. Financing Statement between Centerpoint Associates Limited Partnership, as Debtor and Michigan National Bank, as Secured Party, recorded September 26, 1994 in Liber 14998, page 680; Continuation of which was recorded May 4, 1999 in Liber 19927, Page 569.

EAST Assembly Parcel.

N-098611e

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. Effective Date: February 05, 2007 at 8:00 am **Commitment No.:** N-098611e
0000034044

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

General Motors Corporation, a Delaware corporation

4. The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611e
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

PARCEL 1:

Part of Lots 5, 6, and 7, all of Lot 8, part of Lot 9, and all of Lot 10, of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, also part of the East 1/2 of Section 3, Town 2 North, Range 10 East, being more particularly described as: Beginning at a point distant South 00 degrees 36 minutes 21 seconds West, 1215.50 feet from the Northeast section corner; thence South 00 degrees 36 minutes 21 seconds West, 2059.81 feet to the East 1/4 corner; thence South 00 degrees 24 minutes 47 seconds East, 880.96 feet; thence South 89 degrees 35 minutes 13 seconds West, 95 feet; thence along a curve to the left, radius 215 feet, chord bears South 61 degrees 29 minutes 01 seconds West, 202.56 feet, distance of 210.91 feet; thence along a curve to the right, radius 225 feet, chord bears South 62 degrees 11 minutes 13 seconds West, 216.83 feet, distance of 226.24 feet; thence North 89 degrees 00 minutes 24 seconds West, 1422.62 feet; thence North 45 degrees 10 minutes 30 seconds West, 432.91 feet; thence along a curve to the right, radius 400 feet, chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet, distance of 519.48 feet; thence North 29 degrees 14 minutes 08 seconds East, 299.59 feet; thence along a curve to the left, radius 750 feet, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet, distance of 364.33 feet; thence North 01 degrees 24 minutes 09 seconds East, 632.31 feet; thence along a curve to the left, radius 750 feet, chord bears North 14 degrees 17 minutes 32 seconds West, 405.77 feet, distance of 410.89 feet; thence North 29 degrees 59 minutes 13 seconds West, 24.18 feet; thence North 01 degrees 32 minutes 01 seconds East, 299.48 feet; thence North 87 degrees 51 minutes 44 seconds West, 61.57 feet; thence North 02 degrees 32 minutes 55 seconds East, 124.59 feet; thence South 87 degrees 25 minutes 59 seconds East, 287.26 feet; thence North 00 degrees 11 minutes 13 seconds East, 616.94 feet; thence along a curve to the left, radius 450 feet, chord bears North 47 degrees 58 minutes 00 seconds East, 65.95 feet, distance of 66 feet; thence North 44 degrees 34 minutes 41 seconds East, 56.60 feet; thence along a curve to the right, radius 357 feet, chord bears North 67 degrees 36 minutes 06 seconds East, 279.25 feet, distance of 286.91 feet; thence South 89 degrees 22 minutes 30 seconds East, 723.10 feet; thence South 85 degrees 22 minutes 15 seconds East, 200.49 feet; thence along a curve to the right, radius 190 feet, chord bears South 51 degrees 09 minutes 50 seconds East, 235.05 feet, distance of 253.43 feet; thence South 12 degrees 57 minutes 10 seconds East, 184.05 feet; thence along a curve to the left, radius 250 feet, chord bears South 51 degrees 10 minutes 24 seconds East, 309.35 feet, distance of 333.54 feet; thence South 89 degrees 23 minutes 39 seconds East, 155.72 feet to the place of beginning. EXCEPT that part taken for Opdyke Road.

SURVEYED AS:

Being all that part of Lots 5 to 9, all of Lot 10, part of Lot 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110," a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed) Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan; thence South 00 degrees 36 minutes 21 seconds West along the East line of said Section 3, 1215.50 feet; thence North 89 degrees 23 minutes 39 seconds West, 60.00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide) and being the Point of Beginning; thence South 00 degrees 36 minutes 21 seconds West along the West line of Opdyke Road, 2060.1 feet to a point of deflection; thence South 00 degrees 24 minutes 47 seconds East along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof, recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended in Eight Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, 40 and 24 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) South 89 degrees 35 minutes 13 seconds West, 35.00 feet, and (2) North 00 degrees 24 minutes 47 seconds West, 20.00 feet, and (3) 210.91 feet along a

curve to the left (radius of 215.00 feet, central angle 56 degrees 12 minutes 23 seconds, long chord bears South 61 degrees 29 minutes 01 second West, 202.56 feet), to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57 degrees 36 minutes 46 seconds, long chord bears South 62 degrees 11 minutes 13 seconds West, 216.83 feet), and (5) North 89 degrees 00 minutes 24 seconds West, 1422.62 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following seven (7) courses along said Easterly line of Centerpoint Parkway: (1) North 45 degrees 10 minutes 30 seconds West, 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.0 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet), and (3) North 29 degrees 14 minutes 08 seconds East, 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27 degrees 49 minutes 59 seconds, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet), and (5) North 01 degree 24 minutes 09 seconds East, 632.31 feet, and (6) 410.89 feet along a curve the left (radius 750.00 feet, central angle 31 degrees 23 minutes 22 seconds, long chord bears North 14 degrees 17 minutes 32 seconds West, 405.77 feet), and (7) North 29 degrees 59 minutes 13 seconds West, 24.18 feet to the most Southerly corner of Unit 10 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence the following three (3) courses along the Easterly and Northerly line of said Unit 10: (1) North 01 degree 32 minutes 01 second East, 299.48 feet, and (2) North 87 degrees 51 minutes 44 seconds West, 61.57 feet, and (3) North 02 degrees 32 minutes 55 seconds East, 124.59 feet to a point, said point being an interior lot corner on the South line of Unit 11 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence South 87 degrees 25 minutes 59 seconds East, 287.26 feet to the Southeast corner of said Unit 11; thence North 00 degrees 11 minutes 13 seconds East along the East line of said Unit 11, 616.94 feet to a point on the Southerly line of Campus Drive (width varies), said point being the Northeast corner of said Unit 11; thence the following nine (9) courses along said Southerly line of Campus Drive: (1) 66.00 feet along a curve to the left (radius 450.00 feet, central angle 06 degrees 24 minutes 14 seconds, long chord bears North 47 degrees 58 minutes 00 seconds East, 65.95 feet); and (2) North 44 degrees 34 minutes 41 seconds East, 56.60 feet, and (3) 286.91 feet along a curve to the left (radius 357.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bears North 67 degrees 36 minutes 06 seconds East, 279.25 feet, and (4) South 89 degrees 22 minutes 30 seconds East, 723.10 feet, and (5) South 85 degrees 22 minutes 15 seconds East, 200.49 feet, and (6) 253.43 feet along a curve to the right (radius 190.00 feet, central angle 76 degrees 25 minutes 20 seconds, long chord bears South 51 degrees 09 minutes 50 seconds East, 235.05 feet), and (7) South 12 degrees 57 minutes 10 seconds East, 184.05 feet, and (8) 333.54 feet along a curve to the left (radius 250.00 feet, central angle 76 degrees 26 minutes 28 seconds, long chord bears South 51 degrees 10 minutes 24 seconds East, 309.35 feet), and (9) South 89 degrees 23 minutes 39 seconds East, 95.72 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**
1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
 2. PAYMENT OF TAXES:

Tax Identification No. 19-03-200-019 (as to Parcel 1)

2006 Summer tax paid in the amount of \$1,587,810.82.

2006 Winter tax paid in the amount of \$75,733.76.

SEV \$46,625,560
 3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

Schedule B- Section 1 - Commitment No. N-098611e

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached
Form No. 91-88 (B1)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Agreement with, and restrictions in favor of, Detroit Edison Company for the installation and maintenance of electric and communication facilities and ancillary equipment as contained in instruments recorded in Liber 3 of Miscellaneous Records, Page 525; Liber 3 of Miscellaneous Records, Page 526; and Liber 862, Page 398. (As to Parcel 1)
8. Restrictions and provisions in favor of the State of Michigan, as contained in Liber 50 of Miscellaneous Records, Page 150; Liber 52 of Miscellaneous Records, Page 413; and Liber 52 of Miscellaneous Records, Page 488. (As to Parcel 1)
9. Agreement with, and restrictions in favor of, Detroit Edison Company and Michigan Bell Telephone Company for the installation and maintenance of electric and communication facilities and ancillary equipment recorded in Liber 9355, Page 138. (As to Parcel 1)
10. Underground Utility License to the Detroit Edison Company and the terms, conditions, and provisions therein, recorded in Liber 10571, Page 289. (As to Parcel 1)

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611e
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

11. Easement to The Detroit Edison Company for general purpose electric substation and electric lines, and the terms, conditions, and provisions therein, recorded in Liber 17163, Page 581. (As to Parcel 1)
12. Easement to The Detroit Edison Company recorded in Liber 20242, Page 630. (As to Parcel 1)
13. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22008, Page 426. (As to Parcel 1)
14. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22059, Page 802. (As to Parcel 1)
15. Easement to City of Pontiac for sanitary sewer and water main recorded in Liber 22350, Page 627. (As to Parcel 1)
16. Notice of Commencement dated May 1, 2006 and recorded May 2, 2006 in Liber 37497, Page 584. (As to Parcel 1)

PCC CENTRAL PARCEL

N-098611f

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. Effective Date: February 05, 2007 at 8:00 am

Commitment No.: N-098611f
0000034045

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

General Motors Corporation, a Delaware corporation

4. The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611f
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"**PARCEL 15:****(TCP-Central):**

That part of Lot 5, ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, described as follows: Beginning at a point on the North line of said Section 3, which is North 87 degrees 23 minutes 00 seconds West, 49.70 feet from the North 1/4 corner of said Section 3; thence South 02 degrees 36 minutes 47 seconds West, 1125.94 feet; thence on a curve to the left, having a radius of 810.00 feet, with a chord bearing and distance of South 13 degrees 41 minutes 13 seconds East, 454.68 feet; thence South 29 degrees 59 minutes 13 seconds East, 135.67 feet; thence South 60 degrees 00 minutes 47 seconds West, 498.29 feet; thence on a curve to the left having a radius of 347.00 feet, with a chord bearing and distance of South 41 degrees 09 minutes 50 seconds West, 224.22 feet; thence South 18 degrees 13 minutes 45 seconds West, 175.45 feet; thence South 22 degrees 18 minutes 53 seconds West, 347.12 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of South 80 degrees 01 minutes 02 seconds West, 455.61 feet; thence North 42 degrees 16 minutes 49 seconds West, 408.58 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of North 19 degrees 50 minutes 14 seconds West, 205.77 feet; thence North 02 degrees 36 minutes 20 seconds East, 2236.04 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East along said North line, 1334.96 feet to the point of beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**
1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
 2. PAYMENT OF TAXES:

Tax Identification No. 19-03-126-008 (as to Parcel 15)

2006 Summer tax paid in the amount of \$43,901.58.

2006 Winter tax paid in the amount of \$2,093.94.

SEV \$981,350
 3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

Schedule B- Section 1 - Commitment No. N-098611f

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached
Form No. 91-88 (B1)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
 3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
 4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
 5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
 6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
 7. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22059, Page 802. (As to Parcel 15)
 8. Interest of BNP Paribas Leasing Corporation, in any and all buildings and other structures and improvements, as shown in Quit Claim Deed recorded in Liber 28452, Page 647. (As to Parcel 15)
 9. Short Form of Lease by and between BNP Paribas Leasing Corporation, a Delaware corporation, as the lessor, and General Motors Corporation, a Delaware corporation, as the lessee, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 695. (As to Parcel 15)
 10. Short Form of Ground Lease by and between BNP Paribas Leasing Corporation, as ground lessee, and General Motors Corporation, a Delaware corporation, as ground lessor, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 677. (As to Parcel 15)
 11. Proposed Easements for sanitary sewer, storm sewer, and water mains, as disclosed in Master Deed
- NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611f
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

recorded in Liber 16667, Page 11. (As to Parcel 15)

12. Easement in favor of the City of Pontiac for sanitary sewer and water main and the terms, conditions and provisions which are recited in instrument recorded on February 15, 2001 in Liber 22350, Page 627. (As to Parcel 15)
13. Easement and the terms, conditions, and provisions which are recited in Easement Agreement recorded in Liber 8795, Page 762. (As to Parcel 15)
14. Easement granted to Detroit and Pontiac Railroad Company as disclosed in instrument recorded in Liber 507, Page 402. (As to Parcel 15)
15. Easement to The Detroit Edison Company recorded in Liber 5 of Miscellaneous Records, Page 6. (As to Parcel 15)
16. Grant of Landscaping Easement and Agreement for Maintenance, recorded in Liber 16667, Page 1. (As to Parcel 15)
17. Easement Agreement, and the terms, conditions and provisions thereof, recorded in Liber 16403, Page 1. (As to Parcel 15)

PCC EAST DETENTION Pond

N-098611b

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. **Effective Date:** February 05, 2007 at 8:00 am

Commitment No.: N-098611b
0000034041

2. **Policy or Policies to be issued:**

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. **Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

General Motors Corporation, a Delaware corporation

4. **The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611b
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

Being part of PARCEL 14 (TPC-East):

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lot 7, as platted, a part of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Commencing at the North property controlling 1/4 corner of said Section 3, Township 2 North, Range 10 East; thence due East along the North property controlling line of Section 3, 1778.26 feet to a point, said point being distant due West along said North property controlling line of Section 3, 669.60 feet from the Northeast property controlling corner of said Section 3; thence due South 60.00 feet to a point on the South line of South Boulevard (120 feet wide) and West line of North Connector Road (66 feet wide), said point being the Point of Beginning; thence continuing due South along the West line of North Connector Road 195.69 feet; thence South 74 degrees 26 minutes 44 seconds West, 16.09 feet; thence due West, 453.06 feet; thence North 44 degrees 50 minutes 04 seconds West, 20.48 feet; thence due North 185.48 feet to a point on said South line of South Boulevard; thence due East along said South line of South Boulevard 483.00 to the Point of Beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:

1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
2. PAYMENT OF TAXES:

Tax Identification No. 19-03-201-001 (as to part of Parcel 14)

2006 Summer tax paid in the amount of \$18,568.06.

2006 Winter tax paid in the amount of \$885.62.

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

SEV \$1,578,880
3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Loss due to the tax assessed legal descriptions containing greater lands than the land described in Schedule A.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22059, Page 802. (As to Parcel 14)
8. Short Form of Lease by and between BNP Paribas Leasing Corporation, a Delaware corporation, as the lessor, and General Motors Corporation, a Delaware corporation, as the lessee, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 687. (as to Parcel 14)
9. Short Form of Amended and Restated Ground Lease by and between BNP Paribas Leasing Corporation, as ground lessee, and General Motors Corporation, a Delaware corporation, as ground lessor, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 682. (as to Parcel 14)
10. Affidavit RE: Lease of Real Estate, and the covenants, conditions and provisions thereof, by and between General Motors Corporation, a Delaware corporation, Landlord and Centerpoint Associates Limited Partnership, a Michigan limited partnership, Tenant, dated as September 9, 1994 and

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611b
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

recorded August 22, 1994, in Liber 14985, Page 893, which has been amended by that certain Amendment to Amendment to Affidavit RE: Lease of Real Estate, dated August 3, 1995 and recorded August 16, 1995 in Liber 15597, Page 899. Said tenant's interest having been assigned to BNP Paribas Leasing Corporation by Assignment of Ground Lease recorded in Liber 28452, Page 651. (Contains other lands) (As to Parcel 14)

11. Memorandum of Amended and Restated Ground Lease Agreement Regarding Development Center Parcel, and covenants, conditions and provisions thereof, between General Motors Corporation, a Delaware corporation, Lessor and Centerpoint Associates Limited Partnership, a Michigan limited partnership, Lessee, dated as August 3, 1995 and recorded August 16, 1995 in Liber 15598, Page 1. Said Assignee's interest having been assigned to BNP Paribas Leasing Corporation by Assignment of Ground Lease recorded in Liber 28452, Page 651. (As to Parcel 14)
12. Assignment and Assumption of Amended and Restated Ground Lease Agreement Regarding Development Center Parcel, by and between Centerpoint Associates Limited Partnership, a Michigan limited partnership, Assignor and Center Point Funding, limited partnership, a Delaware limited partnership, dated August 3, 1995 and recorded August 16, 1995 in Liber 15597, Page 892, together with consent of General Motors Corporation, Landlord. Said Assignor's interest having been assigned to BNP Paribas Leasing Corporation by Assignment of Ground Lease recorded in Liber 28452, Page 651. (As to Parcel 14)
13. Proposed Easements for sanitary sewer, storm sewer, and water mains, as disclosed in Master Deed recorded in Liber 16667, Page 11. (as to Parcel 14)
14. Easement in favor of the City of Pontiac for sanitary sewer and water main and the terms, conditions and provisions which are recited in instrument recorded on February 15, 2001 in Liber 22350, Page 627. (As to Parcel 14)
15. Easement and the terms, conditions, and provisions which are recited in Easement Agreement recorded in Liber 8795, Page 762. (As to Parcel 14)
16. Easement granted to Detroit and Pontiac Railroad Company as disclosed in instrument recorded in Liber 507, Page 402. (As to Parcel 14)
17. Easement to The Detroit Edison Company recorded in Liber 5 of Miscellaneous Records, Page 6. (As to Parcel 14)
18. Grant of Landscaping Easement and Agreement for Maintenance, recorded in Liber 16667, Page 1. (as to Parcel 14)
19. Easement to Detroit Edison Company recorded in Liber 385, Page 93. (as to Parcel 14)

PCC West Parcel

N-098611c

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. Effective Date: February 05, 2007 at 8:00 am

Commitment No.: N-098611c
0000034042

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

General Motors Corporation, a Delaware corporation

4. The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611c
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

PARCEL 25:

Lots 1, 2 and 4, and Part of Lots 5 and 11, ASSESSOR'S PLAT NO 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, Also Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: Beginning at a point distant North 87 degrees 23 minutes 00 seconds West, 1334.96 feet from the North 1/4 corner of said Section 3; thence South 02 degrees 36 minutes 20 seconds West, 2236.05 feet; thence along a curve to the left, radius 319.50 feet, chord bears South 19 degrees 50 minutes 14 seconds East, 243.95 feet, distance of 250.30 feet; thence South 42 degrees 16 minutes 49 seconds East, 511.12 feet; thence along a curve to the left, radius 358 feet, chord bears South 65 degrees 55 minutes 06 seconds East, 87.18 feet, distance of 87.40 feet; thence South 72 degrees 54 minutes 43 seconds East, 82.10 feet; thence along a curve to the right, radius 393 feet, chord bears South 54 degrees 06 minutes 50 seconds East, 252.20 feet, distance of 256.77 feet; thence South 35 degrees 22 minutes 57 seconds East, 5.04 feet; thence East 356.59 feet; thence North 45 degrees 00 minutes 00 seconds East, 52.32 feet; thence South 86 degrees 19 minutes 30 seconds East, 130.98 feet; thence South 45 degrees 00 minutes 00 seconds East, 40.45 feet; thence East 413.69 feet; thence South 04 degrees 42 minutes 41 seconds West, 141.05 feet; thence along a curve to the right, radius 700 feet, chord bears South 16 degrees 58 minutes 24 seconds West, 297.34 feet, distance of 299.62 feet; thence South 29 degrees 14 minutes 08 seconds West, 85.68 feet; thence along a curve to the left, radius 520 feet, chord bears South 07 degrees 58 minutes 11 seconds East, 628.86 feet, distance of 675.33 feet to the Northeasterly right of way line of Grand Trunk Western Railroad; thence North 45 degrees 10 minutes 30 seconds West, 993.14 feet; thence North 39 degrees 38 minutes 57 seconds West, 237.47 feet; thence along a curve to the right, radius 564.59 feet, chord bears North 27 degrees 37 minutes 20 seconds West, 235.29 feet, distance of 237.03 feet to the Southerly line of Lot 5 of said Subdivision; thence South 69 degrees 19 minutes 44 seconds West, 211.25 feet; thence North 45 degrees 17 minutes 26 seconds West, 1000 feet; thence North 47 degrees 03 minutes 06 seconds West, 813.17 feet to the most Westerly corner of said Lot 5; thence Northeasterly 84.99 feet to the most Southerly corner of Lot 1 of said Subdivision; thence Northwesterly 376.47 feet to the Southwest corner of said Lot 1; thence Northerly 1213.01 feet along the West line of Lots 1 and 2 to the Northwest corner of Lot 2; thence Easterly 392.45 feet to the Southwest corner of Lot 4; thence Northerly 431.26 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East to the Place of Beginning, EXCEPT that part in South Boulevard.

PARCEL 26:

Lot 3 of ASSESSOR'S PLAT NO. 110, recorded in Liber 52, Page 26 of Plats, Oakland County Records.

PARCEL 27:

Part of Lot 2 of ASSESSOR'S PLAT NO 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as: Beginning at a point distant South 01 degree 54 minutes 22 seconds West, 50.08 feet and North 84 degrees 47 minutes 29 seconds West, 49.75 feet from the Northeast corner of Section 4; thence North 84 degrees 47 minutes 29 seconds West, 249.05 feet; thence South 03 degrees 31 minutes 21 seconds West, 248.07 feet; thence South 14 degrees 35 minutes 31 seconds West, 283.65 feet; thence South 87 degrees 51 minutes 14 seconds East, 300.03 feet; thence North 03 degrees 54 minutes 16 seconds East, 511.80 feet to the Place of Beginning.

AND, Part of Lot 2 of ASSESSOR'S PLAT NO 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as: Beginning at a point distant North 89 degrees 08 minutes 11 seconds West, 374.57 feet and South 01 degree 04 minutes 03 seconds East, 31 feet and South 89 degrees 08 minutes 11 seconds East, 74.90 feet and South 00 degrees 49 minutes 20 seconds East, 263.76 feet

and South 10 degrees 18 minutes 08 seconds West, 284.53 feet from the Northeast corner of Section 4; thence North 87 degrees 51 minutes 17 seconds East, 300.13 feet; thence North 00 degrees 23 minutes 29 seconds West, 511.94 feet; thence South 89 degrees 05 minutes 58 seconds East, 49.75 feet; thence South 00 degrees 25 minutes 10 seconds East, 576.32 feet; thence South 48 degrees 09 minutes 24 seconds West, 707.27 feet; thence North 38 degrees 09 minutes 50 seconds East, 179.80 feet; thence North 02 degrees 08 minutes 28 seconds West, 23.19 feet; thence North 38 degrees 09 minutes 50 seconds East, 85.75 feet; thence along a curve to the left, radius 441.83 feet, chord bears North 24 degrees 13 minutes 59 seconds East, 212.74 feet, distance of 214.85 feet to the Place of Beginning.

PARCEL 29:

Lot 3 of ASSESSOR'S PLAT NO 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, EXCEPT the Southwesterly part thereof, measured 30.21 feet along the Northwesterly line and 102.11 feet along the Southeasterly line, ALSO EXCEPT that part in said parcel, described as: Beginning at the intersection of the Northeasterly line of Grand Trunk Western Railroad and the Northwesterly lot line; thence South 51 degrees 42 minutes 20 seconds East, 48.79 feet; thence along a curve concave Northwesterly, radius 1136.74 feet, chord bears North 39 degrees 30 minutes 16 seconds East, 53.18 feet, distance of 53.18 feet; thence North 38 degrees 09 minutes 50 seconds East, 83.64 feet to the Northwesterly lot line; thence South 58 degrees 16 minutes 05 seconds West, 145.56 feet to the Place of Beginning.

PARCEL 30:

Part of Lots 4, 5, and 6 of ASSESSOR'S PLAT NO. 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as follows: Beginning at a point on the East line of Section 4, located South 00 degrees 25 minutes 10 seconds East, 1525.37 feet from the Northeast corner of said Section 4, said point being the Northeasterly corner of Lot 4; thence South 73 degrees 16 minutes 54 seconds West, 114.3 feet; thence South 51 degrees 46 minutes 25 seconds East, 135 feet, more or less, to a point on the East line of Lot 6; thence North 00 degrees 25 minutes 10 seconds West, 119.83 feet to the Place of Beginning.

COMBINED SURVEY DESCRIPTION:

Being all of Lots 1, 2, 3 and 4, part of Lots 5 and 11, and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110," a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, also part of Lots 2 and 3, all of Lot 4, and part of Lot 5, as platted, a part of "Assessor's Plat No. 98," a part of Section 4, Town 2 North, Range 10 East, as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, also part of said Section 3, lying within the following described parcel: Commencing at the North property controlling 1/4 corner of said Section 3; thence North 87 degrees 23 minutes 00 seconds West along the North property controlling line of said Section 3, 1434.58 feet to a point, said point being distant South 87 degrees 23 minutes 00 seconds East along said North property controlling line, 1049.50 feet from the Northwest property controlling corner of said Section 3; thence South 02 degrees 36 minutes 20 seconds West, 60.00 feet to a point on the Southerly right-of-way line of South Boulevard (width varies) and Westerly right-of-way line of Ring Road (50 feet wide), said point also being the Point of Beginning; thence continuing South 02 degrees 36 minutes 20 seconds West along said Westerly right-of-way line of Ring Road, 2175.92 feet; thence 250.30 feet along said Westerly line of Ring Road and along a curve to the left (radius 319.50 feet, central angle 44 degrees 53 minutes 11 seconds, long chord bears South 19 degrees 50 minutes 14 seconds East, 243.95 feet); thence South 42 degrees 16 minutes 49 seconds East along said Westerly line of Ring Road and along Southerly line of Unit 48 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County

Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records, 511.12 feet; thence the following nine (9) courses along the Southerly line of said Unit 48 and Unit 25 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) 87.40 feet along a curve to the left (radius 358.00 feet, central angle 13 degrees 59 minutes 14 seconds, long chord bears South 65 degrees 55 minutes 06 seconds East, 87.18 feet), and (2) South 72 degrees 54 minutes 43 seconds East, 82.10 feet, and (3) 256.77 feet along a curve to the right (radius 393.00 feet, central angle 37 degrees 25 minutes 50 seconds, long chord bears South 54 degrees 06 minutes 50 seconds East, 252.20 feet), and (4) South 35 degrees 22 minutes 57 seconds East, 5.04 feet, and (5) due East 356.59 feet, and (6) North 45 degrees 00 minutes 00 seconds East, 52.32 feet, and (7) South 86 degrees 19 minutes 30 seconds East, 130.98 feet, and (8) South 45 degrees 00 minutes 00 seconds East, 40.45 feet, and (9) due East 413.59 feet to a point on the Easterly right-of-way line of Centerpoint Parkway (width varies); thence the following four (4) courses along the Westerly line of said Centerpoint Parkway: (1) South 04 degrees 42 minutes 41 seconds West, 141.05 feet, and (2) 299.52 feet along a curve to the right (radius 700.00 feet, central angle 24 degrees 31 minutes 28 seconds, long chord bears South 16 degrees 58 minutes 24 seconds West, 297.34 feet), and (3) South 29 degrees 14 minutes 08 seconds West, 85.68 feet, and (4) 675.33 feet along a curve to the left (radius 520.00 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears South 07 degrees 58 minutes 11 seconds East, 628.86 feet), and to the Point "A," said point lying on the Northerly right-of-way line of G.T.W. Rail Road; thence the following ten (10) courses along said Northerly right-of-way line of G.T.W. Rail Road: (1) North 45 degrees 10 minutes 30 seconds West, 993.14 feet, and (2) North 39 degrees 38 minutes 57 seconds West, 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24 degrees 03 minutes 14 seconds, long chord bears North 27 degrees 37 minutes 20 seconds West, 235.29 feet) to a point on the Southerly line of Lot 5 of said "Assessor's Plat No. 110," and (4) thence South 69 degrees 19 minutes 44 seconds West, 211.25 feet, and (5) North 45 degrees 17 minutes 26 seconds West, 1000.00 feet, and (6) North 47 degrees 03 minutes 06 seconds West, 813.17 feet to the most Westerly corner of said Lot 5, and (7) North 44 degrees 39 minutes 23 seconds East, 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of Lot 1 of said "Assessor's Plat No. 110," (8) North 49 degrees 54 minutes 16 seconds West, 515.91 feet to a point on the common line between Lots 3 and 5 of said "Assessor's Plat No. 98," and (9) North 74 degrees 44 minutes 09 seconds East along said common line between said Lots 3 and 5 of "Assessor's Plat No. 98," 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said Lot 3, and the most Westerly corner of said Lot 5 of "Assessor's Plat No. 98," measured along said common line between said Lots 3 and 5, and (10) North 50 degrees 16 minutes 31 seconds West, 742.68 feet to a point on the Southeast right-of-way line of Martin Luther King Jr. Boulevard (width varies); thence following seven (7) courses along said Southeast line of Martin Luther King Jr. Boulevard: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02 degrees 31 minutes 29 seconds, long chord bears North 41 degrees 21 minutes 19 seconds East, 50.06 feet), and (2) North 40 degrees 05 minutes 34 seconds East, 263.58 feet, and (3) North 00 degrees 12 minutes 42 seconds West, 23.19 feet, and (4) North 40 degrees 05 minutes 34 seconds East, 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27 degrees 55 minutes 02 seconds, long chord bears North 26 degrees 14 minutes 14 seconds East, 213.16 feet), and (6) North 12 degrees 16 minutes 26 seconds East, 283.65 feet, and (7) North 01 degree 12 minutes 32 seconds East, 248.15 feet to a point on said Southerly right-of-way line of South Boulevard; thence following three (3) courses along said Southerly line of South Boulevard: (1) South 87 degrees 13 minutes 59 seconds East, 299.36 feet to a point on the common line between said Sections 3 and 4, and (2) South 01 degree 32 minutes 09 seconds West along said common line between Sections 3 and 4, 10.00 feet, and (3) South 87 degrees 23 minutes 00 seconds East, 1048.38 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**

1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

2. PAYMENT OF TAXES:

Tax Identification No. 19-03-101-001 (as to Parcel 25)

2005 Winter tax paid in the amount of \$2,581.59.

2006 Summer tax paid in the amount of \$27,496.94.

2006 Winter tax paid in the amount of \$1,311.50.

SEV \$14,291,700

Tax Identification No. 64-19-03-126-002 (as to Parcel 26)

2006 Summer tax paid in the amount of \$9,114.01.

2006 Winter tax paid in the amount of \$434.09.

SEV \$239,260

Tax Identification No. 19-04-226-016 (as to part of Parcel 27)

2006 Summer tax paid in the amount of \$5,489.65.

2006 Winter tax paid in the amount of \$261.82.

SEV \$232,070

Tax Identification No. 64-19-04-226-019 (as to part of Parcel 27)

Schedule B- Section 1 - Commitment No. N-098611c

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached
Form No. 91-88 (B1)

N-098611c

2006 Summer tax paid in the amount of \$4,082.42.

2006 Winter tax paid in the amount of \$194.70.

SEV \$188,650

Tax Identification No. 64-19-04-226-012 (as to Parcel 29)

2006 Summer tax paid in the amount of \$5,287.94.

2006 Winter tax paid in the amount of \$252.19.

SEV \$593,740

Tax Identification No. 64-19-04-226-010 (as to Parcel 30)

2006 Summer tax paid in the amount of \$288.86.

2006 Winter tax paid in the amount of \$13.76.

SEV \$9,790

NOTE: The above Tax Identification Nos. have been combined into one Tax ID No.:
64-19-03-101-002

3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Notice Regarding Statutory Obligations Applicable to Property recorded in Liber 22059, Page 802. (As to Parcels 25, 29, and 30)
8. Easement to The Detroit Edison Company recorded in Liber 20242, Page 630. (As to Parcel 25)
9. Easement in favor of the City of Pontiac for sanitary sewer and water main and the terms, conditions and provisions which are recited in instrument recorded on February 15, 2001 in Liber 22350, Page 627. (As to Parcel 25)
10. Easement to The Detroit Edison Company recorded in Liber 5 of Miscellaneous Records, Page 6. (As to Parcels 25, and 26)
11. Easement granted to The Detroit Edison Company for Overhead and Underground Electric Wires, and the terms, conditions and provisions thereof, recorded in Liber 15758, Page 119, as modified by Amendment to Easement for Overhead and Underground Electric Wires, as recorded in Liber 19640,

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611c
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

Page 595, also modified by Second Amendment to Easement for Overhead and Underground Electric Wires recorded in Liber 25457, Page 473. (As to Parcel 27)

12. Grant of Landscaping Easement and Agreement for Maintenance, recorded in Liber 16667, Page 1. (As to Parcel 25)
13. Easement to Detroit Edison Company recorded in Liber 385, Page 93. (As to Parcels 25, 26, and 27)
14. Easement for water pipeline as described in Deed recorded in Liber 1574, Page 55. (As to Parcel 27)
15. Easement to Detroit Edison Company recorded in Liber 70 of Miscellaneous Records, Page 15. (as to Parcels 25, 26, 27, 29)
16. Detroit Edison Easement and Restrictions and Conditions, evidenced of record by Deeds recorded in Liber 2851, Page 68; Liber 3431, Page 356; and Liber 4266, Page 188. (As to Parcels 25, 26, and 27)
17. Survey of part of subject premises recorded in Liber 6520, Page 112. (As to Parcels 26, and 27)
18. Easement to Consumers Power Company for gas pipeline, recorded in Liber 10929, Page 783. (As to Parcel 26)
19. Easement to City of Pontiac for highway purposes, recorded in Liber 26 of Miscellaneous Records, Page 553. (As to Parcel 27)
20. Resolution vacating Kensington Road recorded in Liber 47 of Miscellaneous Records, Page 87. (As to Parcel 29)
21. Sewer Easement Agreement to City of Pontiac, and the terms, conditions and provisions thereof, recorded in Liber 4622, Page 897. (As to Parcel 27)
22. Easement to City of Pontiac for sanitary sewer, and the terms, conditions and provisions thereof, recorded in Liber 4862, Page 644. (As to Parcel 27)
23. Terms, conditions and provisions of Roadway Easement recorded in Liber 6507, Page 184. (As to Parcel 27)
24. Agreement and the terms, conditions and provisions thereof, recorded in Liber 6501, Page 78. (As to Parcel 27)
25. Easement to Consumers Power Company for gas line, and Easement reserved by Detroit Edison Company evidenced of record by Covenant Deed recorded in Liber 15758, Page 116. (As to Parcel 27)

ATTACHMENT 4

DOCUMENTATION OF NOTICES
TO HOLDERS OF ENCUMBRANCES



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
2500 Centerpoint Parkway Investments Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus -- J-Lot
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was recorded with the Oakland County Register of Deeds on May 10, 2007 as Liber 39117 Pages 191 to 202.

A title search for the Property indicates that 2500 Centerpoint Parkway Investments Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16403 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; and (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as

Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 2 of the Restrictive Covenant for a further description of these land uses). In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

Handwritten: HAH 5/17/07
GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Debra H. Hoge*
Name: DEBRA HOMIC HOGE
Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

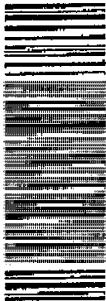
cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors -- Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates

WIRE0044



General Motors Corporation
Worldwide Real Estate
Mail Code 482-938-C96
200 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2000

CERTIFIED MAIL



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7002 2030 0000 9401 6538

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For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent To	2500 Centerpoint Pkwy Inv. LP
Street or PO Box	200 Franklin center
City	29100 Northwestern Highway
	Southfield, MI 48034
PS Form	Attn: Mr. Curtis Burstein

SOUTHFIELD, MI 48034

Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>2500 Centerpoint Pkwy Inv. LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein</p>		<p>B. Service Type <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7002 2030 0000 9401 6538</p>		<p>PS Form 3811, August 2001</p>	

10004-02-000-1500

Domestic Return Receipt

5-18-07

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

EASEMENT AGREEMENT

JUL 25 1996

This Easement Agreement is entered into this 18th day of June, 1996, by and between Centerpoint Associates Limited Partnership, a Michigan limited partnership, hereinafter referred to as "CALP", whose address is 200 Franklin Center, 29100 Northwestern Hwy., Southfield, Michigan 48034, and 2500 Centerpoint Parkway Investments Limited Partnership, a Michigan limited partnership, hereinafter referred to as "2500 CPILP", whose address is 200 Franklin Center, 29100 Northwestern Hwy., Southfield, Michigan 48034

RECITALS:

1. \$1.00 MISCELLANEOUS RECORDING
\$ 2.00 REPRESENTATIVE
\$ 1.00 3-29 P.M. RECEIPTS 308
PAID BY LYON D. ALLEN, CLERK OF DEEDS
RECORDED - OAKLAND COUNTY
REGISTERED - AS THE

WHEREAS, CALP is tenant under a certain ground lease (hereinafter referred to as "Ground Lease") covering that certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "A" incorporated herein by reference ("Parcel A"), and

WHEREAS, 2500 CPILP is the owner of a certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "E" incorporated herein by reference ("Parcel E"); and

WHEREAS, 2500 CPILP has requested, and CALP has agreed to grant unto 2500 CPILP, its successors and assigns, easements for access, ingress and egress over Parcel A for the portion of the service drive on Parcel A as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed to grant unto CALP, its successors and assigns, easements for ingress and egress over Parcel B for the portion of the service drive on Parcel B as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed, to grant unto CALP, its successors and assigns, water main, sanitary sewer and storm sewer easements over Parcel B as more fully described on the attached Exhibit "D" incorporated herein by reference, subject to the terms and conditions herein, and

WHEREAS, to enable the easements described in Exhibits "C" and "D" hereto and elsewhere in this Agreement, General Motors Corporation, a Delaware corporation, as owner of Parcel A and as landlord under the Ground Lease ("Landlord"), has consented and does, by execution hereof, evidence its consent to the easements granted herein

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and obligations of the parties hereinafter set forth, the parties intending to be legally bound hereby agree as follows:

1. Recitals The foregoing Recitals are true and correct and incorporated herein by reference.

T95-13429

N-073472

OK - G.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
2500 Centerpoint Parkway Investments Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that 2500 Centerpoint Parkway Investments Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16403 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

 Very truly yours,

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: 

Name: DEBRA HOMIC HOGE

Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates

WIRE0044



General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38 C96
240 GM Renaissance Center
PO Box 280
Detroit, MI 48265-2000

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OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent To 2500 Centerpoint Pkwy Inv. LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein	

SOUTHFIELD, MI 48034
Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: 2500 Centerpoint Pkwy Inv. LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printer Name) G. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No - If YES, enter delivery address below:	
2. Article Number (Transfer from service label) 7002 2030 0000 9401 6538		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, August 2001 5-18 07		Domestic Return Receipt 10452-02-01-100	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

16403-001

EASEMENT AGREEMENT

JUL 25 1996

This Easement Agreement is entered into this 18th day of June, 1996, by and between Centerpoint Associates Limited Partnership, a Michigan limited partnership, hereinafter referred to as "CALP", whose address is 200 Franklin Center, 29100 Northwestern Hwy., Southfield, Michigan 48034, and 2500 Centerpoint Parkway Investments Limited Partnership, a Michigan limited partnership, hereinafter referred to as "2500 CPILP", whose address is 200 Franklin Center, 29100 Northwestern Hwy., Southfield, Michigan 48034

RECITALS:

WHEREAS, CALP is tenant under a certain ground lease (hereinafter referred to as "Ground Lease") covering that certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "A" incorporated herein by reference ("Parcel A"), and

WHEREAS, 2500 CPILP is the owner of a certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "B" incorporated herein by reference ("Parcel B"); and

WHEREAS, 2500 CPILP has requested, and CALP has agreed to grant unto 2500 CPILP, its successors and assigns, easements for access, ingress and egress over Parcel A for the portion of the service drive on Parcel A as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed to grant unto CALP, its successors and assigns, easements for ingress and egress over Parcel B for the portion of the service drive on Parcel B as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed, to grant unto CALP, its successors and assigns, water main, sanitary sewer and storm sewer easements over Parcel B as more fully described on the attached Exhibit "D" incorporated herein by reference, subject to the terms and conditions herein, and

WHEREAS, to enable the easements described in Exhibits "C" and "D" hereto and elsewhere in this Agreement, General Motors Corporation, a Delaware corporation, as owner of Parcel A and as landlord under the Ground Lease ("Landlord"), has consented and does, by execution hereof, evidence its consent to the easements granted herein

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and obligations of the parties hereinafter set forth, the parties intending to be legally bound hereby agree as follows:

1. Recitals The foregoing Recitals are true and correct and incorporated herein by reference.

T95-13429

N-073472

OK - O.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
Centerpoint Associates Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that Centerpoint Associates Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16667 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those

characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

 Very truly yours,

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: 

Name: DEBRA HOMIC HOGE
Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates



General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2000

CERTIFIED MAIL



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7002 2030 0000 9401 6521

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For delivery information visit our website at www.usps.com	
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Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Send To: Centerpoint Associates LP	
200 Franklin center	
29100 Northwestern Highway	
Southfield, MI 48034	
Attn: Mr. Curtis Burstein	

200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Centerpoint Associates LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7002 2030 0000 9401 6521</p>		<p>3. Service Type <input type="checkbox"/> Express Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <input type="checkbox"/> Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, August 2000</p>		<p>Domestic Return Receipt</p>	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

LIBER 16667001

DET 955246280

GRANT OF LANDSCAPING EASEMENTS
AND AGREEMENT FOR MAINTENANCE

This Grant of Landscaping Easements and Agreement for Maintenance is made as of the 21st day of May, 1996, by General Motors Corporation, a Delaware corporation, (hereinafter "Grantor"), the address of which is Argonaut "A" Building, 485 West Milwaukee Avenue, Detroit, Michigan 48202, and Centerpoint Associates Limited Partnership, a Michigan limited partnership (hereinafter "Grantee"), the address of which is 200 Franklin Center, 29100 Northwestern Highway, Southfield, Michigan 48034.

RECITALS

WHEREAS, the Grantee, as Tenant under a certain Ground Lease (hereinafter referred to as the "Ground Lease," the affidavit of which is recorded in Liber 14985, pages 893 through 999, Oakland County Records), is developing the land described in Exhibit A hereto as a mixed-use commercial park known as Centerpoint Business Campus for office, research and development, applied technology, light industrial and retail sales and service businesses; and

WHEREAS, in implementation of its Master Plan for said land described in Exhibit A, Grantee, as Declarant, has recorded in Liber 15598 at Pages 9 through 53, Oakland County Records, a "Centerpoint Business Campus Declaration of Covenants, Conditions and Restrictions" (hereinafter referred to as the "Declaration") for purposes of promoting the efficient, harmonious and beneficial development, use and maintenance of said land; and

WHEREAS, Centerpoint Business Campus will be established as a commercial building ^{\$ 23.00 MISCELLANEOUS RECORDING} ^{\$ 2.00 REMONUMENTATION} ^{RECEIVED 40A} (hereinafter referred to as the "Condominium") by Grantee, as Developer, by recording of a Master Deed (the Master Deed) in the offices of the Oakland County Register of Deeds covering the land described in Exhibit A; and

WHEREAS, Grantor is the owner of certain properties adjacent to the Condominium premises described on Exhibit "B" hereto and hereinafter known as the "Easement Parcels"; and

WHEREAS, the Grantee, its successors or assigns, as Administrator under the Declaration and the Master Deed, will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium and shall act as agent and representative of the Co-owners of all Units in the Condominium with respect to all such administrative activities; and

WHEREAS, it is desirable that perpetual easements be created over the Easement Parcels owned by Grantor for purposes of installation of various landscaping and storm water

OK - G.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
Centerpoint Associates Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus – J-Lot
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was recorded with the Oakland County Register of Deeds on May 10, 2007 as Liber 39117 Pages 191 to 202.

A title search for the Property indicates that Centerpoint Associates Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16667 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; and (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited

Industrial (see Exhibit 2 of the Restrictive Covenant for a further description of these land uses). In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Handwritten signature: Debra Homic Hoge*

Name:

Title:

DEBRA HOMIC HOGE

DIRECTOR

WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates



General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2000

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7002 2030 0000 9401 6521

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Certified Fee	
Return Receipt For (Endorsement Required)	
Restricted Delivery For (Endorsement Required)	
Total Postage & Fees	\$
Sent To Street A or PO Box ZIP+4 [®]	
Centerpoint Associates LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein	
PS Form 3811	PSN 7530-01-000-9000

Postmark Here

200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article Addressed to: Centerpoint Associates LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number (Transfer from service label) PS Form 3811, August 2001 5-801		7002 2030 0000 9401 6521 Domestic Return Receipt 10255-01-000-1500	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

LIBER 16667-001

301 955246280

GRANT OF LANDSCAPING EASEMENTS
AND AGREEMENT FOR MAINTENANCE

This Grant of Landscaping Easements and Agreement for Maintenance is made as of the 21st day of May, 1996, by General Motors Corporation, a Delaware corporation, (hereinafter "Grantor"), the address of which is Argonaut "A" Building, 485 West Milwaukee Avenue, Detroit, Michigan 48202, and Centerpoint Associates Limited Partnership, a Michigan limited partnership (hereinafter "Grantee"), the address of which is 200 Franklin Center, 29100 Northwestern Highway, Southfield, Michigan 48034.

RECITALS

WHEREAS, the Grantee, as Tenant under a certain Ground Lease (hereinafter referred to as the "Ground Lease," the affidavit of which is recorded in Liber 14985, pages 893 through 999, Oakland County Records), is developing the land described in Exhibit A hereto as a mixed-use commercial park known as Centerpoint Business Campus for office, research and development, applied technology, light industrial and retail sales and service businesses; and

WHEREAS, in implementation of its Master Plan for said land described in Exhibit A, Grantee, as Declarant, has recorded in Liber 15598 at Pages 9 through 53, Oakland County Records, a "Centerpoint Business Campus Declaration of Covenants, Conditions and Restrictions" (hereinafter referred to as the "Declaration") for purposes of promoting the efficient, harmonious and beneficial development, use and maintenance of said land; and

WHEREAS, Centerpoint Business Campus will be established as a commercial building (hereinafter referred to as the "Condominium") by Grantee as Developer, by recording of a Master Deed (the Master Deed) in the offices of the Oakland County Register of Deeds covering the land described in Exhibit A; and

\$ 23.00 MISCELLANEOUS RECORDING

\$ 2.00 REMONUMENTATION
9 OCT 8 8:56 A.M. RECEIVED 46A
PAID BY GRANTOR
LYNN D. ALLEN, CLERK REGISTER OF DEEDS

WHEREAS, Grantor is the owner of certain properties adjacent to the Condominium premises described on Exhibit "B" hereto and hereinafter known as the "Easement Parcels"; and

WHEREAS, the Grantee, its successors or assigns, as Administrator under the Declaration and the Master Deed, will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium and shall act as agent and representative of the Co-owners of all Units in the Condominium with respect to all such administrative activities; and

WHEREAS, it is desirable that perpetual easements be created over the Easement Parcels owned by Grantor for purposes of installation of various landscaping and storm water

2300
200

OK - G.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Allan Schneck
City of Pontiac
55 Wessen Street
Pontiac, Michigan 48341

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that the City of Pontiac holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the documents evidencing such interest, which are recorded at Liber 26 Page 553, Liber 4622 Page 897, Liber 4862 Page 644, Liber 6507 Page 184 and Liber 22350 Page 627, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited

Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

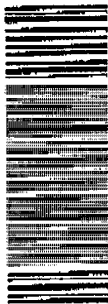
HAN
5/17/07
GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Debra Homic Hoge*

Name: DEBRA HOMIC HOGE
Title: DIRECTOR
WORLDWIDE REALESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates


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Postage	\$
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: City of Pontiac 55 Wessen Street Pontiac, MI 48341 Attn: Mr. Allan Schneck	
PS Form	3481

7002 2030 0000 9401 6545

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: City of Pontiac 55 Wessen Street Pontiac, MI 48341 Attn: Mr. Allan Schneck		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
2. Article Number (Transfer from service label) 7002 2030 0000 9401 6545		B. Received by (Printed Name) C. Date of Delivery	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No			
PS Form 3481, August 2001 Domestic Return Receipt		10295-0044-1540	

848-07

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

*For
witness
J. B. ...*

*Lot 1 A G 99 Pont (46-11) C 15-146
1, 2 A G 98 Pont (13a 98)*

~~Baron Farms Co. a~~
Mich. Corp. of Det., M.
To
City of Pontiac, a
municipal corp. in O. C. M.

Right of Way \$1. & 0
V CS
Nov. 21, 1927
Apr. 25, 1930

First pty conveys to 2nd pty, all its right,
title and fee in the folg des parcels of 1d in C of
Pon, O C, M:
Parcel 1.
All that pt. of N $\frac{1}{4}$ of Sec 4, T 2 N, R 10 E
bounded on N by the cen line of South Blvd; on E
by W line of Detroit, Grand Haven and Milwaukee
Railway Company Right-of-Way; on S by a line
parallel to and 50 ft S of sd cen line of South
Blvd; on W by a line parallel to and 400 ft Ely of
E line of Woodward Ave as it existed before being
over

SEWER EASEMENT AGREEMENT

On the 31st day of August, A. D. 1964 the

2-10-
A

FLEET CARRIER COMPANY a New York corporation, hereinafter referred to as the "COMPANY", for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and the covenants and agreements set forth herein, does hereby grant and convey to the CITY OF PONTIAC, a Michigan municipal corporation, and its successors and assigns forever, hereinafter referred to as the "CITY", the right to construct and permanently maintain sewers, drains and water mains within the easement described in Exhibit 1 attached hereto and as shown on the sketch which is Exhibit 2 attached hereto; and also within the easement on lands owned by Detroit Edison Company and leased to Fleet Carrier Corporation described in Exhibit 3 attached hereto and as shown on the sketch which is Exhibit 4 attached hereto, subject to the conditions, covenants, and agreements contained herein, all of which are hereby accepted and agreed to by the said City of Pontiac.

1. The City is to have the right to go upon said premises at any time after said sewers, drains and water mains are constructed thereon, to repair same, when in its judgment they need repair, giving and granting unto said party of the second part, its successors and assigns, the right to use said premises permanently for the uses and benefits of the City, its successors and assigns forever.

The Company grants this right of way for sewers, drains and water mains on the following conditions; Whenever repairs to said sewers, drains or water mains are found necessary, access thereto shall be obtained outside of said premises if possible. If it is not possible to obtain access outside of said premises, then access may be gained thereto on said premises, and the City shall recompense the Company for any damage resulting therefrom.

2. The City agrees that it will so construct and maintain said sewer or other utilities across any property owned by or leased to the COMPANY in such manner that at no time during construction or during any subsequent repair or reconstruction will more than two hundred (200) linear feet of sewer be under construction at any given time.

3. The CITY agrees that during any sewer, drain or water main construction, the CITY shall maintain access between the separated portions of the property owned by and leased to the COMPANY, and shall not suffer or allow the construction activities to impede free vehicular movement through the property.

4. At any time during which it is necessary for sewer, drain or water main construction purposes to move, cut or tear down the fence which presently surrounds the property owned by and leased by the COMPANY, the CITY will provide a full time security guard on duty at each fence opening during the period such fence is down.

5. The CITY agrees that upon the completion of any portion of sewer, drain, or water main construction, the CITY will, at its expense, restore the surface of the lands leased to or owned by the COMPANY to its pre-existing condition, including paving, if any; the CITY further agrees that upon completion of construction the CITY will, at its expense, restore all fencing surrounding lands leased to or owned by the COMPANY to its previous condition.

700

SEP 9 1964

LIBER 4622 PAGE 897-902

LIBER 4802 PAGE 644

CG 18990

27

EASEMENT

THIS INDENTURE, made this 8th day of March, 1966, by and between THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, hereinafter referred to as "EDISON", and PONTIAC, a Municipal corporation, of Oakland County, State of Michigan, hereinafter referred to as "CITY".

W I T N E S S E T H:

EDISON for good and valuable considerations, receipt of which is hereby acknowledged, does by these presents, grant to CITY the right, privilege, power and authority for the purposes hereinafter set forth to enter upon land in the City of Pontiac, Oakland County, Michigan, described as:

Land in the City of Pontiac, Oakland County, Michigan described as:

That part of Lot 2 of Assessor's Plat 98 as recorded in Liber 1B, Page 98, Oakland County Records, being part of the Northeast 1/4 of Section 4, Town 2 North, Range 10 East described as:

An easement (20 feet wide) described by its centerline, said centerline beginning at a point in the southerly line of South Boulevard, said point being 44.95 feet, South 84°47'29" East of the intersection of the said southerly line of South Boulevard and the line between Sections 33 and 34, Pontiac Township, extended southerly; thence South 0°49'20" East, 526.1 feet to a point in a northerly line of land conveyed to the Willard Convoy Company, by deed dated December 12, 1951, said point being 174.32 feet, South 87°51'14" East of a North-westerly corner of said land of the Willard Convoy Company.

Subject to a lease granted the Fleet Carrier Corporation dated December 29, 1961.

1. This easement is granted for the sole purpose of operating and maintaining an existing sanitary sewer commonly known as the "Murphy Park Sanitary Sewer" with such rights of ingress and egress, and such other incidental rights as are reasonably necessary to so do.

2. Edison shall have the right to utilize the above described premises for its own purposes as long as said use is not inconsistent with the use of the easement by the CITY for sanitary sewer purposes.

3. In the event that the CITY shall abandon the use of said land for the purposes herein stated, its rights hereunder shall immediately terminate and the CITY, in the event that it is requested to so do, shall at its own cost and expense restore said premises to their original condition as near as may be.

att. City Clerk

MAR 21 1966

LIBER 4802 PAGE 644

647

6507 184

70 45110

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ROADWAY EASEMENT

THIS INDENTURE, made this 26th day of June, 1975, by and between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON," and the CITY OF PONTIAC, a Michigan municipal corporation, of 400 North Third Street, East, Pontiac, Michigan 48060, hereinafter referred to as "CITY."

W I T N E S S E T H

EDISON, in consideration of the sum of Sixteen Thousand Seven Hundred Fifty and no/100 (\$16,750.00) Dollars and the performance by CITY of the conditions hereinafter contained on its part to be performed, does, by these presents, grant to CITY the right, privilege, power, and authority for the purposes hereinafter set forth to enter upon land in the City of Pontiac, County of Oakland, Michigan, described as:

That part of Lot 2 of Assessor's Plat Number 36, as recorded in Liber 1B, Page 98, Oakland County Records and being a part of Section 4: Town 2 North, Range 10 East: City of Pontiac, (Bloomfield Township), Oakland County, Michigan.

Described as: Beginning at an iron in the south line of South Blvd., said iron being South 01°54'22" West, 50.08 feet and North 84°47'29" West, 299.05 feet from the Northeast Corner of Section 4; thence along the south line of South Blvd., North 84°47'29" West, 74.90 feet to a monument; thence North 87°50'59" West, 32.85 feet to a monument; thence South 02°09'51" West, 310.14 feet to an iron; thence North 87°51'14" West, 30.0 feet to an iron; thence South 22°05'28" West, 232.77 feet to an iron; thence South 58°11'13" West, 34.68 feet to an iron; thence South 87°56'44" East, 28.77 feet to an iron; thence North 02°09'51" East, 19.32 feet to an iron; thence South 87°51'14" East, 149.97 feet to an iron; thence North 14°35'31" East, 283.65 feet to a point; thence North 03°31'21" East, 248.07 feet to an iron on the south line of South Blvd. and the Point of Beginning. Containing 1.410 acres of land.

Subject to a Lease granted by The Detroit Edison Company to Eller Outdoor Advertising Company of Michigan; and subject to a Lease Agreement from The Detroit Edison Company to Fleet Carrier Corporation. In regards to both Leases, EDISON shall give termination notices within ten (10) days of receiving a written request from CITY. Copies of the termination notices shall be furnished to the CITY.

Also, a temporary construction easement to fulfill CITY's obligation under paragraph 3, terminating upon completion of construction.

15

IND 22350PG627

40347

LINER 22354 PAGE 627
\$29.00 RISC RECORDING
\$2.00 REINFORCEMENT
02/15/2001 02:04:12 P.M. RECEIPT# 9957
PAID RECORDER - OAKLAND COUNTY
G. WILLIAM CARROLL, CLERK/REGISTER OF DEEDS

**GRANT OF EASEMENT FOR SANITARY SEWER
AND WATER MAIN**

THIS EASEMENT AGREEMENT is made this 24th day of April, 2000, between General Motors Corporation, a Delaware corporation, whose address is 3400 West Grand Boulevard, Detroit, Michigan 48202 (hereinafter referred to as "Grantor") and the City of Pontiac, a Municipal corporation, 450 East Wide Track Drive, Pontiac, Michigan ("Grantee").

RECITALS:

A. Grantor is the owner or lessee of certain land and improvements developed or being developed and located in the City of Pontiac, County of Oakland, State of Michigan, as more particularly described on Exhibit "A" attached hereto (the "Property").

B. Grantee has agreed to permanently maintain, service, repair and replace the water main and the sanitary sewer on the Property, and Grantor is granting the Grantee an easement through a portion of the Property for such purpose.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement under and across the areas described on Exhibit "B" attached hereto and shown on Exhibit "C" attached hereto, for the purpose of maintenance, service, repair and replacement, if required, of an underground water main and an underground sanitary sewer on the Property for Grantor's use and benefit.

2. Grantee shall maintain, service, repair and replace the water mains and the sanitary sewers so that the same shall always remain in good condition and so as to avoid any adverse consequences to the surface of the easement area and surrounding land. Any maintenance, service, repair and replacement of the water main and sanitary sewer by Grantee shall be performed as expeditiously as possible so as to minimize interference with the use of the Property, including the flow of pedestrian and vehicular traffic, and Grantee shall restore the Property to a condition as good as or better than it was prior to such maintenance, service, repair and replacement. Except in cases of emergency, Grantee shall give Grantor fifteen (15) days' prior written notice of any entry upon the Property.

O.K. - KB



Economic Development &
Enterprise Services

General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Devin Sprinkle
Canadian National
17641 South Ashland Ave.
Homewood, IL 60430

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that Canadian National, formerly Detroit & Pontiac Railroad, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first two pages of the document evidencing such interest, which is recorded at Liber 507 Pages 402 and 403, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited

Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: 

Name: DEBRA HOMIC HOGE
Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates

W2E0044



General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C56
200 CN Renaissance Center
PO Box 200
Detroit, MI 48265-2000

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7002 2030 0000 9401 6569

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Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee <small>(Endorsement Required)</small>	
Restricted Delivery Fee <small>(Endorsement Required)</small>	
Total Postage & Fees \$	
Sent To Street Apt. or PO Box City State	
Canadian National 17641 South Ashland Ave. Homewood, IL 60430 Attn: Mr. Devin Sprinkle	
PS Form 3811	

Homewood, IL 60430
Attn: Mr. Devin Sprinkle

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Canadian National 17641 South Ashland Ave. Homewood, IL 60430 Attn: Mr. Devin Sprinkle		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
2. Article Number (Transfer from service label) 7002 2030 0000 9401 6569		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
PS Form 3811, August 2001 518-87		Domestic Product Receipt 10595-00-00-1040	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

THIS INDENTURE, Made this30th..... day of March.....
A.D. 1926, Between ALFRED HOWLAND and NELLIE HOWLAND, his wife,
of Pontiac, Michigan, parties of the first part, and General
National Corporation, a Delaware Corporation, authorized to do
business in Michigan....., party
of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in
consideration of the sum of One Dollar (\$1.00) and other valuable
considerations, to them in hand paid by the said party of the
second part, the receipt whereof is hereby confessed and acknow-
ledged, do by these presents grant, bargain, sell, convey, re-
lease, alien, and confirm unto the said party of the second part,
its successors and assigns, Forever, all those certain pieces
or parcels of land situate and being in the Township of Bloomfield,
County of Oakland, and State of Michigan, known and described
as follows, to-wit:

A part of the Northwest Quarter of Section 7, Town 2
North, Range 10 East, Michigan, described as follows:

Starting at a point on the North boundary line of said
Section four hundred eighty-five and eighty-seven one-hundredths
(485.87) feet East from the Northwest corner of said Section, at
the Northeast corner of a parcel conveyed in 1920 by the Crosser
and his wife to Melbourne T. Moore and Lena Moore, his wife, by
deed recorded in Liber 329 of Deeds at page 263, Oakland County
Register of Deeds Office; thence South 2° 05' East, along the
Easterly line of said lands of Moore, Sixteen Hundred eleven and
six one-hundredths (1611.06) feet to an iron pin; thence South
41° 45' West, five hundred two and eighty-two one-hundredths
(502.82) feet to a point in the center line of the Old Detroit
and Pontiac Road, so-called; thence South 47° 38' East, along
the center line of said road, seventeen hundred seventy-four and
ten one-hundredths (1774.10) feet to a point; thence North 47° 39'
East, twelve hundred thirty-one and ten one-hundredths (1231.10)
feet to a point on the East line of said Northwest Quarter of
Section 3; thence North along said Quarter Section line North
2° 42' 30" East twenty-six hundred ninety-seven and thirty-nine
one-hundredths (2697.39) feet to the Northeast corner of said
Northwest Quarter of said Section 3; thence West along said line

Section line North $89^{\circ} 24' 30''$ West nineteen hundred ninety-eight and sixty-six one-hundredths (1998.66) feet to the point of Beginning, containing one hundred thirty-six and fifty-two thousandths (136.052) acres.

Also a part of the West half of the Northeast Quarter of Section 3, Town 2 North, Range 10 East, starting at the Northwest corner of the Northeast Quarter of said Section 3; thence South $3^{\circ} 42' 30''$ East along the Westerly line of the Northeast Quarter of said Section 3, twenty-four hundred thirty and nineteen one-hundredths (2430.19) feet to a stake; thence South $86^{\circ} 05' 30''$ East four hundred three and seven one-hundredths (403.07) feet to a point; thence North $3^{\circ} 36' 30''$ West twenty-four hundred fifty-seven and seventy-three hundredths (2457.73) feet to a point in the North Section line (center of highway); thence South $87^{\circ} 56' 30''$ West four hundred five and sixty hundredths (405.60) feet to the point of Beginning, containing twenty-two and six hundred twenty-seven thousandths (22.627) acres.

The above described property being the same property devised to Alfred Howland, by Ephraim Howland and Harriet T. Howland, his wife, by deed dated August 6th, 1913 and recorded in Liber 200 of Deeds on page 298, Oakland County records, subject to existing highways; also excepting a certain easement or right-of-way heretofore granted to the Detroit and Pontiac Railroad Company; and also subject to the easement or right-of-way granted by Alfred Howland and wife to the Detroit Edison Company by agreement dated March 16th, 1923, recorded in Liber 5 of Miscellaneous Records on page 8, Oakland County records.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto the said party of the second part, and to its successors and assigns, Forever.

And the said parties of the first part, for themselves, their heirs and personal representatives, do covenant, grant, bargain, and agree to and with the said party of the second part, its successors and assigns, that at the time of the execution and delivery of these presents they are well seized of the above described premises in fee simple; that they are free from all encumbrances whatever, except as above noted; and that they will, and their heirs and personal representatives shall, Forever WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, said parties of the first part have



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Anthony Aurino
Consumers Energy
1801 W. Main Street
Owosso, MI 48867

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that Consumers Energy, formerly Consumers Power Company, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the documents evidencing such interest, which are recorded at Liber 15758 Page 118 and Liber 10929 Page 783, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as

Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

Handwritten: HAW 5-17-07
GENERAL MOTORS CORPORATION,
a Delaware corporation

By: 

Name: DEBRA HOMIC HOGE
Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates



General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38-C95
209 GM Renaissance Center
PO Box 2400
Detroit, MI 48265-2000

CERTIFIED MAIL[®]



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7002 2030 0000 9401 6552

U.S. Postal Service [®]	
CERTIFIED MAIL[®] RECEIPT	
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For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
SWT 75 PS Form	Consumers Energy 1801 W. Main Street Owosso, MI 48867 Attn: Mr. Anthony Aurino

Attn: Mr. Anthony Aurino

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: Consumers Energy 1801 W. Main Street Owosso, MI 48867 Attn: Mr. Anthony Aurino		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7002 2030 0000 9401 6552		D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
PS Form 3811, August 2001		Domestic Return Receipt	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

FILE NO 62-1738

PARTIAL JO. 2

UHR 109291783

EASEMENT FOR GAS PIPELINE

189 082030

WILLIAM J. WINTER & RITA J. WINTER, his wife
1359 Davis Boulevard, Detroit, Michigan 48202

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantor, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, forever, the easement and right to enter upon the land hereinafter described and to by, construct, operate, maintain, repair, inspect, improve, enlarge, replace and remove gas transmission and distribution facilities consisting of one pipeline with valves, connections and accessories, and lateral service lines where hereinafter located, in, under and across said land, including all public highways upon or adjacent to said land, which land is in the County of DARLINGTON and State of MICHIGAN, and described as:

FOR LEGAL DESCRIPTION SEE

"APPENDIX A"

9826 REG/DEEDS PAID
0004 JUL08-89 12:55PM
1281 MISC 7.00

The route to be taken by said pipeline in, under and across said land is described as follows:

GRANTEE MAY LOCATE SAID GAS LINE IN, UNDER, THROUGH & ACROSS & IN A CONVENIENCE & CONVENIENT DIRECTION TO THE EASTWARD 10 FEET AND IN A WESTWARD & WESTERLY DIRECTION IN THE SOUTHERLY 10 FEET OF THE PARCEL AS DESCRIBED IN "APPENDIX A". ALSO, THE RIGHTS TO NOT LATERALS.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation or maintenance of said facilities. Grantee agrees that no buildings or other structures will be placed over said facilities or within such proximity thereto as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said facilities. Nominor or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement in the full extent herein authorized.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantee has executed this instrument this 2nd day of AUGUST, 1988.

WITNESSES:

1. William J. Winter
2. Rita J. Winter

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
COUNTY OF DARLINGTON)
BEFORE ME, the undersigned authority, on this day personally appeared William J. Winter and Rita J. Winter, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

The foregoing instrument was acknowledged before me this 2nd day of AUGUST, 1988, by William J. Winter, Rita J. Winter, his wife.

Given at:

Prepared By J. G. ADAMS, COMMISSIONER POWER CO.
4800 Cassette Highway
P. O. Box 389, Royal Oak, MI 48063

OK - RR

ALSO EXCEPTING part of Lot 2, Assessor's Plat No. 98, as recorded in Liber 1B, Page 98, Oakland County Records and being part of Section 4, Town 2 North, Range 10 East, described as: Beginning at a point in the South line of South Boulevard, distant South 01 degrees 54 minutes 22 seconds West 50.08 feet and North 84 degrees 47 minutes 29 seconds West 299.05 feet from the Northeast corner of said Section 4; thence South 03 degrees 31 minutes 37 seconds West 248.01 feet measured [248.07 feet record]; thence South 14 degrees 35 minutes 31 seconds West 283.65 feet; thence North 87 degrees 51 minutes 51 seconds West 149.97 feet; thence North 22 degrees 05 minutes 28 seconds East 232.77 feet; thence South 87 degrees 51 minutes 14 seconds East 30.00 feet; thence North 02 degrees 09 minutes 01 seconds East 310.14 feet to the point on the South line of South Boulevard; thence South 87 degrees 50 minutes 59 seconds East 32.85 feet along the South line of South Boulevard to a set cut " + " in concrete; thence South 84 degrees 47 minutes 29 seconds East 74.90 feet continuing along the South line of South Boulevard to the point of beginning.

THE ABOVE PARCEL IS ALSO MORE PARTICULARLY DESCRIBED AS:

PARCEL "A"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 1B, PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4; THENCE S.00°39'49" E, 50.08 FEET; THENCE N.87°06'34" W., 50.00 FEET TO THE POINT OF BEGINNING; THENCE S.01°35'14" W., 511.80 FEET; THENCE S.89°49'04" W., 300.09 FEET; THENCE N.12°16'26" E., 283.65 FEET; THENCE N.01°12'32" E., 248.01 FEET; THENCE S.87°06'34" E., ALONG THE SOUTH LINE OF SOUTH BOULEVARD 249.65 FEET TO THE POINT OF BEGINNING. CONTAINING 135,725 SQUARE FEET OR 3.116 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH:

19-04-226-016

PARCEL "C"

PART OF LOT 2 OF ASSESSOR'S PLAT NO. 98, AS RECORDED IN LIBER 1B PAGE 98, OAKLAND COUNTY RECORDS AND BEING PART OF SECTION 4, TOWN 2 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, THENCE S.00°39'49" E, 50.08 FEET TO A POINT ON THE SOUTH LINE OF SOUTH BOULEVARD; THENCE N.87°06'34" W. ALONG SAID SOUTH LINE 373.95 FEET; THENCE S.89°49'56" W. 32.85 FEET; THENCE S.00°10'04" E. 310.14 FEET; THENCE S.89°49'41" W. 30.00 FEET TO THE POINT OF BEGINNING; THENCE S.19°46'23" W., 232.77 FEET; THENCE S.55°52'08" W., 34.68 FEET; THENCE S.89°44'11" W., 733.98 FEET; THENCE 354.86 FEET ALONG A CURVE TO THE LEFT (RADIUS 13,645.59 FEET, CENTRAL ANGLE 01°29'24", CHORD BEARS N.50°57'19" W., 354.85 FEET); THENCE N.89°49'41" E., 637.28 FEET; THENCE N.00°10'19" W., 15.00 FEET; THENCE N.89°49'41" E., 479.80 FEET TO THE POINT OF BEGINNING. CONTAINING 215,643 SQUARE FEET OR 4.950 ACRES AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

19-04-226-014

The property is subject to a 6 foot wide GAS LINE EASEMENT dated January 9, 1991, granted to Consumers Power Company, and whose centerline is described as: Commencing at the Northeast Corner of Section 4; Thence South 00°39'49" East, 50.08 feet; Thence North 87°06'34" West, 50.00 feet; Thence South 01°35'14" West, 222.31 feet, to the POINT OF BEGINNING; Thence North 86°32'02" West, 4.25 feet; Thence South 02°07'29" West, 240.07 feet; Thence South 59°59'50" West, 100.04 feet to the point of ending on the South line of Detroit Edison Company property (so-called), said point being distant South 89°49'04" West, 91.76 feet from the southeast corner of the said Detroit Edison Company property (so-called).

Also, subject to two 20 foot wide water line easements, whose centerlines are described as: [1] Commencing at the intersection of the North line of Detroit Edison property line and the Northeasterly line of Grand Trunk Western Rail Road Right of Way; Thence along the north property line 249.85 feet to the POINT OF BEGINNING; Thence Southwesterly along a line making a southwesterly angle of 79°30'20" with the said northerly line of Detroit Edison's property to a point on the said northeasterly line of the Grand Trunk Western Rail Road Right of Way. [2] Commencing at the intersection of the North line of Detroit Edison property line and the Northeasterly line of Grand Trunk Western Rail Road Right of Way; Thence along the north property line 249.55 feet to a point; Thence Southwesterly along a line making a southwesterly angle of 79°30'20" with the said northerly line of Detroit Edison's property, 20 feet to the POINT OF BEGINNING; Thence southwesterly along a line making a southwesterly angle of 67°33'00" with the last described line extended southerly, to a point on the northeasterly line of the Grand Trunk Western Rail Road Right of Way.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Ms. Julie Cohen
DTE Energy
2000 2nd Avenue
688 WCB
Detroit, Michigan 48226

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that DTE Energy, formerly Detroit Edison Company, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the documents evidencing such interest, which are recorded at Liber 3 Page 525, Liber 3 Page 526, Liber 5 Page 6, Liber 70 Page 15, Liber 385 Page 93, Liber 862 Page 398, Liber 1574 Page 55, Liber 2851 Page 68, Liber 3431 Pages 356 and 357, Liber 4266 Page 188, Liber 6520 Page 112, Liber 9355 Page 138, Liber 10571 Page 289, Liber 15758 Page 119, Liber 17163 Page 581, Liber 19640 Page 595, Liber 20242 Page 630, and Liber 25457 Page 473, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

Handwritten: HAH 5-17-07
GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Handwritten signature of Debra Homic Hoge*

Name: DEBRA HOMIC HOGE
Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates



General Motors Corporation
Worldwide Real Estate
Mail Code 482-R38-C36
240 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2000

CERTIFIED MAIL



7002 2030 0000 9401 6576
7002 2030 0000 9401 6576

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(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage \$	Postmark Note	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$		
Sent To	DTE Energy	
Street, Apt. or PO Box	2000 2 nd Avenue	
City, State	688 WCB	
	Detroit, MI 48226	
PS Form 3811	Attn: Ms. Julie Cohen	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: DTE Energy 2000 2 nd Avenue 688 WCB Detroit, MI 48226 Attn: Ms. Julie Cohen		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) PS Form 3811, August 2001 7002 2030 0000 9401 6576 Domestic Return Receipt		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

7453

2-412 127

Between South Bloomfield Highland Co. of Pontiac, O C, M

Agreement \$1.00

May 29, 1919

May 29, 1919

July 10, 1919

The Detroit Edison Co.

a corp

Grants: The rt, priv and auth to construct, operate and maintain, during the corp existence of sd 2nd pty, its lines for electric light and power, including the necessary poles, towers, wires and fixtures upon, over and across the property which they own, or in which they have an int. in the Twp of Bloomfield, C of O, and S of M, the route of sd line being as folls: Starting at a point 5 ft E of the SW cor of the South Bloomfield Highland Co. property, located on E side of

Over

(Cord from left margin) found June 12/12 at 9 way + road. Offset lot 11 only.

32mR-525883

South Bloomfield Highland Co. of Pontiac, O C, M

And

The Detroit Edison Co.

a corp

Grants: The rt, priv and auth to construct, operate and maintain, during the corp existence of sd 2nd pty, its lines for electric light and power, including the necessary poles, towers, wires and fixtures upon, over and across the property which they own, or in which they have an int. in the Twp of Bloomfield, C of O, and S of M, the route of sd line being as folls: Starting at a point 5 ft E of the SW cor of the South Bloomfield Highland Co. property, located on E side of

Over

19.25.
26

Bloomfield

3 M. R. 6

24510

Alfred Howland and
Nellie Howland, *his & hers*
To
The Detroit Edison
Company, its succe
and assigns.

R. of W. Agreement
\$1.00 & o.v.cs.
Mar. 16, 1923.
Mar. 16, 1923.
May 14, 1923.

C

Permission to
construct, operate and maintain during its
corporate life, its lines for electric light and
power, including the necessary towers, fixtures,
wires and equipment, and including also the
right to trim any trees along sd lines, so as
to keep the wires clear by at least 12 ft, upon,
over and across my prop located in Bloomfield
Twp, Co of C, S of Mich, and des'd as fols:

That pt of the NW $\frac{1}{4}$ of Sec 3, T 2 N, R 10 E,
bounded as fols: On the N by South Blvd, on the

over

3.4.12 Q.P. 110 C&P (52-26) C-15-190 TO MA 13-17
 ✓ 1, 2, 3 A.P. 98 C&P C-15-144 (13-A9-98)

25, 27
 26, 27
 28, 29.

Huron Farms Co,
 a Mich Corp,
 To
 The Detroit Edison Co,
 a N Y Corp, authorized to
 do & doing business in Mich

Rt of Way \$1. & o v os
 Aug 28, 1941
 Sept 2, 1941

1st pty grants permission to 2nd pty, its suces & assigns,
 to construct, operate & maintain lines for electric light power,
 including the nec towers, fixtures, wires & equipment, & including
 also the rt to cut or trim any trees alg sd lines, which would fall
 or threaten to fall into the wires, upon, over & across prop located
 in Bloomfield Township (now City of Pon), O C, M; & des as fols:

That pt of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec 4 & that pt of the W $\frac{1}{2}$ of the
 NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 2 bounded & des as fols:

Beg at a point on S line of South Boulevard (100 ft wide) 33 ft
 W of the intersection of S line of South Boulevard and the line
 bet Secs 33 & 34. (in Pontiac Twp) extended Sly; th S 87° 50' 59" E
 33 ft; th S 84° 47' 29" E 373.95 ft; th S 5° 54' 31" W 10.01 ft;
 th S 85° 3' 14" E, 80.50 ft; th S 2° 05' 16" W 269.93 ft;
 th S 85° 03' 14" E 300.36 ft; th S 2° 05' 16" W 100.05 ft;
 th N 85° 23' 14" W 392.54 ft; th S 5° 54' 16" W 194.00 ft;
 th S 82° 30' 16" W 846.23 ft to the Ely rt of way line of the
 Detroit, Grand Haven and Milwaukee Railway Co; th NWly alg sd
 Ely rt of way line of the Detroit, Grand Haven & Milwaukee Railway Co
 1078.9 ft; th S 87° 51' 14" E 1164.38 ft; th Nly to point of beg.

The route of the lines shall be as fols: Beg at a point on
 the E line of sd ld 412.5 ft S of cen line of South Boulevard;
 th Wly & parallel to sd cen line 1110 ft; th NWly 780 ft to a point
 on Detroit, Grand Haven & Milwaukee Railway Co Ely rt of way line
 384 ft S of sd cen line of South Boulevard, measured at rt angles
 to sd cen line.

Sgd & ackd by P. J. Savage, V P, & A. D. Spencer, Sec.
 Exec auth Bd Dirs. Corp S of Huron Farms Co, Det, M.
 (Accepted) The Detroit Edison Co.
 By T. L. Hinks,
 Right-of-Way Agent.
 (No Corp S)

70 MR-15

26878

2
 10.01
 269.93
 100.05
 379.99
 33
 412.99

2
 80.50
 300.36
 380.86

385

93

14,
25,
26
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28

seller, the assignee or grantee shall succeed to all the rights and liabilities of the buyer, and the provisions of this contract with reference to the sickness of and notice to the buyer, shall be taken and held to refer only to the sickness of and notice to such assignee or grantee, according to the terms of the assignment and consent hereto attached.

Ninth: Separate and apart from the weekly payments provided for herein, the buyer agrees to pay to the seller during the months of May and November of each year, for a period of three years, the sum of \$1, the same to go into an improvement fund to be expended in keeping said allotment cleared of grass, weeds and underbrush and in good appearance.

Tenth: The deed provided for herein shall contain a clause prohibiting for fifty years from the date hereof the sale of intoxicating liquors on the premises, and a clause providing that no dwelling shall be erected thereon to cost less than \$1,200.00 and any portion thereof closer than 22 feet from the front property line.

Executed in duplicate this 22nd day of June 1918.

Emily H. Collins.

By (Signed) J. C. Ivins
Her Attorney in fact.

(Signed) Wm. J. Lazenby
Buyer.

Assignment

1/4/23, 192

For value received, I hereby assign and transfer to Deborah J. Schieferstein of-----
all my right, title and interest in and to the foregoing contract.

(Sgd) Wm. J. Lazenby

I hereby accept the above assignment of the foregoing contract and accept all the conditions and assume all the obligations of the same, and direct that notice be addressed to me at -----

(sgd) Deborah J. Schieferstein

Assignment

1/5/23, 192

For value received, I hereby assign and transfer to Wm. J. Lazenby & May Lazenby, his wife
all my right, title and interest in and to the foregoing contract.

(sgd) Deborah J. Schieferstein.

U.S.I.R.
50/
U.T.Gs
1/24/23

Certificate of taxes presented as required by law.

Lucile Avery, Register of Deeds.

Received for record Apr. 4, 1923 at 10:30 o'clock A. M.

Lucile Avery, Register of Deeds.

Henry Harnack and wife

Right of Way Agreement

to

The Detroit Edison Company

This Indenture, Made this 22 day of March in the year of our Lord one thousand nine hundred and twenty-three, by and between Henry Harnack and Ricka Harnack, his wife, both of the City of Pontiac, Oakland County, Michigan, parties of the first part, and The Detroit Edison Company, of Detroit, Michigan, party of the second part,

B2 #7

THIS INSTRUMENT made this 14th day of November in the year of our Lord one thousand nine hundred and thirty, between THE DETROIT EDISON COMPANY, a corporation of the City of Detroit, County of Wayne, State of Michigan, party of the first part and the GRAND TRUNK WESTERN RAILROAD COMPANY, a corporation, of the City of Detroit, County of Wayne, State of Michigan, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the said party of the second part, receipt whereof is hereby confessed and acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUIT CLAIM unto said party of the second part, and to its successors and assigns, forever, all rights, privileges and authority to construct, operate and maintain its lines for electric light and power including the necessary poles, towers, wires and electric fixtures upon, over and across the property hereinafter described in the Township of Bloomfield, County of Oakland, State of Michigan, or

All the southeast $\frac{1}{4}$ of Section Three (3), Town Two (2) North Range Ten (10) East, lying north and east of the Grand Trunk Railway, in said Township, comprising 120 acres more or less. Route of said line of poles: Starting at a point on the north side of the Square Lake Road and the Grand Trunk Railway and five (5) feet east of the east fence line, of said Grand Trunk Railway right-of-way, thence northwesterly and paralleling the said Grand Trunk Railway to the southwest corner of the South Bloomfield Land Company's property.

it being the intent hereof to surrender, transfer and convey to the party of the second part all of the rights, privileges and authority acquired by party of the first part under and by virtue of an agreement entered into on the 6th day of June, A.D. 1919, by and between Herman Arts and Hendrina Arts, his wife, and Town and Country Land Company, a corporation of Oakland County, Michigan, first party, and The Detroit Edison Company, a corporation, second party, said agreement being recorded on July 10, 1919, in Liber 3, page 526-527, Oakland County records.

THIS INDENTURE, made this 31st day of August in the year of our Lord one thousand nine hundred forty-three Between HURON FARMS COMPANY a corporation organized and existing under and by virtue of the laws of the State of Michigan, with its principal office at 2000 Second Avenue, Detroit, Michigan, party of the first part, and THE DETROIT EDISON COMPANY, a New York Corporation, authorized to do and doing business in Michigan with principal Michigan office at 2000 Second Avenue, Detroit, Michigan, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, and forever QUIET-CLAIM unto the said party of the second part, and to its successors and assigns, Forever, all those certain pieces or parcels of land, situated in the Counties of Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne, and State of Michigan, known and described as follows, to-wit:

MACOMB COUNTY

Parcel No. 1 All that certain piece or parcel of land situate and being in the City of Utica, County of Macomb and State of Michigan, and described as follows, to-wit:

Commencing at the intersection of the Township line between Townships of Shelby and Sterling and the Michigan Central Railroad, on the west line of said railroad, thence running southerly along the west line of said railroad to the center of Pontiac Street in the Village (now City) of Utica, thence northwesterly along the center line of said Pontiac Street to the said Township line, thence east on said Township line to the place of beginning; being also described as

Lot numbered two (2) Assessor's Plat #6, a subdivision of part of S. 1/2 Sec. 33 T. 3 N., R. 12 E. and part of N. 1/2 of Sec. 4 T. 2 N., R. 12 E., City of Utica, Macomb County, Michigan, as recorded in Liber 14 of plate, pages 10 and 11, Macomb County Records.

Subject, however, to right of way granted by Huron Farms Company to The Detroit Edison Company on October 30, 1935 and recorded in Liber 37 of Deeds on page 633, Macomb County Records.

Parcel No. 2 All that certain piece or parcel of land situate and being in the Township of Clinton, County of Macomb, and State of Michigan, and described as follows, to-wit:

Beginning at the southwest intersection of the side lines of North Walnut Street and John Street (formerly called Front Street) or the North Bush Road, running thence westerly along the southerly line of North Walnut Street sixty (60) feet; thence southeasterly at right angles to North Walnut Street to the western line of John Street, a

304
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LIBER 2851 PAGE 68
LIMITED WARRANTY DEED

THIS INDENTURE, made this 12th day of December in the year of our Lord One thousand nine hundred and fifty-one, between THE DETROIT EDISON COMPANY, a New York corporation with offices at 2000 Second Avenue, Detroit 26, Michigan, hereinafter referred to as "EDISON," and WILLARD CONVOY COMPANY, a Michigan corporation of 586 South Boulevard, Pontiac, Michigan, hereinafter referred to as "WILLARD,"

WITNESSETH:

THAT, EDISON, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by WILLARD, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, remise, release, alien and confirm unto WILLARD, and to its successors and assigns forever, all that certain piece or parcel of land in the City of Pontiac, County of Oakland and State of Michigan, more particularly described as follows:

Part of the Northwest quarter of the Northwest quarter of Section 3 and the Northeast quarter of Section 4, Town 2 North, Range 10 East described as:
Commencing at the intersection of the south line of South Boulevard (100 feet wide) and the line between Sections 33 and 34, Pontiac Township, extended southerly; thence South 84°47'29" East along the said south line of South Boulevard 323.80 feet to an iron at the point of beginning; thence South 3°54'16" West, 511.80 feet to an iron; thence North 87°51'14" West, 450.0 feet to an iron; thence South 2°09'01" West, 349.84 feet to an iron; thence North 62°30'16" East, 573.93 feet to a point; thence North 3°54'16" East, 194.0 feet to an iron; thence South 85°23'14" East, 392.54 feet to an iron; thence North 2°05'16" East, 100.05 feet to an iron; thence North 85°03'14" West, 300.36 feet to an iron; thence North 2°05'16" East, 269.93 feet to an iron in the south line of South Boulevard; thence North 85°03'14" West along said south line of South Boulevard, 80.5 feet to an iron; thence North 3°54'31" East, 10.01 feet to an iron; thence North 84°47'29" West along said South line of South Boulevard, 50.0 feet to the point of beginning.

Excepting and reserving, however, to Edison, its successors and assigns, an easement upon, over and across the above described premises for the purposes of operating, maintaining, constructing and reconstructing its lines for the distribution and transmission of electricity as presently located on the property, including the necessary tower, fixtures, wires and equipment. The location of said lines and tower being shown in red on Detroit Edison Topographical Map entitled "Blocc-field Station," attached hereto and made a part hereof.

2.00
3.04
Purports to be a portion of Lot 2 of Assessors
Plat No. 95 recorded in Liber 1 B of Assessors Plats
on Page 94 and a portion of Lot 3 of Assessors Plat
No. 110 recorded in Liber 52 of Plats Page 26
Oakland County Records.

44-19-52 PAID 651

57440

- 1 -

DOCUMENT IS OF POOR QUALITY
WILL NOT REPRODUCE WELL

COPY.
Oakland County Micrographics

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WJP:SG(12)
10/21/55

LIBER 3431 PAGE 356

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That WILLARD CONVOY COMPANY, a Michigan corporation, conveys and warrants to FLEET CARRIER CORPORATION, a New York corporation, whose street number and Post Office address is 586 South Boulevard, East, Pontiac, Michigan, the following described premises situated in the City of Pontiac, County of Oakland, and State of Michigan, to-wit:

PARCEL No. 1:

"All that certain piece or parcel of land, situate and being in the City of Pontiac, County of Oakland and State of Michigan, known and described as follows, to-wit:

Commencing at the Northwest Corner of Section 3; thence Easterly along the North line of Section 3, Three Hundred Seventy-Nine and Seventy-Five One Hundredths (379.75) feet to a point, being the point of beginning; thence South 20° 5' 26" West Three Hundred Thirty (330) feet to a point; thence West along a line parallel to the North Section line of Section 3 to a point, being at the intersection of a line which is one hundred fifty (150) feet Westerly and parallel to the East line of parcel hereby conveyed; thence Northerly on a line which is one hundred fifty (150) feet Westerly of and parallel to the East line of the parcel hereby conveyed to the North line of Section 3; thence Easterly along the North line of Section 3 to point of beginning; excepting rights of the public in South Boulevard so-called."

PARCEL No. 2:

"All that certain piece or parcel of land, situate and being in the City of Pontiac, County of Oakland and State of Michigan, and described as follows, to-wit:

Lot Numbered FORTY-ONE (41) of OAKLAWN FARMS SUBDIVISION of part of the South 1/2 of Section 34, Town 3 North, Range 10 east, Township of Pontiac, Oakland County, Michigan, according to the recorded plat thereof as recorded in Liber 20 of Plats at Page 23 Oakland County Register of Deeds Office."



1955 NOV 1 PM 3 48

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

Nov 1, 1955 - 23431 & 356-360

23.
25.
26.

3431 PAGE 357

PARCEL No. 3:

"All that certain piece or parcel of land in the City of Pontiac, County of Oakland and State of Michigan, more particularly described as follows:

Part of the Northwest quarter of the Northwest quarter of Section 3 and the Northeast quarter of Section 4, Town 2 North, Range 10 East, described as:

Commencing at the intersection of the south line of South Boulevard (100 feet wide) and the line between Sections 33 and 34, Pontiac Township, extended southerly; thence South 84° 47' 29" East along the said south line of South Boulevard 323.80 feet to an iron at the point of beginning; thence South 3° 54' 16" West, 511.80 feet to an iron; thence North 87° 51' 14" West, 450.0 feet to an iron; thence South 2° 09' 01" West, 349.84 feet to an iron; thence North 62° 30' 16" East, 573.93 feet to a point; thence North 3° 54' 16" East, 194.0 feet to an iron; thence South 85° 23' 14" East, 392.54 feet to an iron; thence North 2° 05' 16" East, 100.05 feet to an iron; thence North 85° 03' 14" West, 300.36 feet to an iron; thence North 2° 05' 16" East, 269.93 feet to an iron in the south line of South Boulevard; thence North 85° 03' 14" West along said south line of South Boulevard, 80.5 feet to an iron; thence North 3° 54' 31" East, 10.01 feet to an iron; thence North 84° 47' 29" West along said South line of South Boulevard, 50.0 feet to the point of beginning.

Excepting and reserving, however, to Edison, its successors and assigns, an Easement upon, over and across the above described premises for the purposes of operating, maintaining, constructing and reconstructing its lines for the distribution and transmission of electricity as presently located on the property, including the necessary tower, fixtures, wires and equipment. The location of said lines and tower being shown in red on Detroit Edison Topographical Map entitled "Bloomfield Station," attached hereto and made a part hereof.

Provided always, and this conveyance is made on the following express conditions:

1. Grantee, its assigns or successors, shall not erect any buildings within fifty (50) feet of the centerline of the steel tower transmission lines now existing upon said land, the centerline of said transmission lines being shown in red on The Detroit Edison Topographical Map entitled "Bloomfield Station," attached hereto and made a part hereof.

2. Grantee, its assigns or successors, shall not store or place any automobile, truck or piece of equipment, or any combination of such equipment,

Parcels 1, 2 & 3 herein described, appear to be a portion of Lot No. 2 of Assessors Plat No. 98, recorded in Liber 13 of Assessors Plats on Page 98, and a portion of Lot No. 3 of Assessors Plat No. 110 recorded in Liber 32 of Plats on Page 28, Oakland County Records.

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II

2.

OAKLAND COUNTY TREASURER'S OFFICE
45
CHAS. A. S. HARRIS, County Treasurer
MAY 123, ACT 206, 1894
Charles A. Harris
W. K. Keller

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 Assistant Secretary

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THIS INSTRUMENT made this 21st day of December, 1961,
 between THE DETROIT EDISON COMPANY, a New York Corporation, party of the first part,
 and PLAZZ CARRIER CORPORATION, a New York Corporation, 380 South Boulevard, Pontiac,
 Michigan, party of the second part.

Witnesseth, that said party of the first part for and in consideration of
 the sum of One Dollar (\$1.00) and other valuable considerations, to it in hand paid,
 by said party of the second part, the receipt whereof is hereby confessed and acknow-
 ledged, has granted, bargained, sold, aliened, released, aliened and confirmed, and
 by these presents does grant, bargain, sell, remise, alien, release and confirm unto
 the party of the second part, and to its successors and assigns forever, all of that
 certain piece or parcel of land situate, lying, and being in the City of Pontiac,
 County of Oakland and State of Michigan, known and described as follows to-wit:

That part of the Northeast 1/4 of Section 4, Town 2 North,
 Range 10 East, described as:

Commencing at the intersection of the south line of South
 Boulevard and the line between Sections 31 and 34, Pontiac
 Township, extended southerly; thence South 84°47'29" East along
 the said south line of South Boulevard, 323.80 feet to an iron
 thence South 3°36'16" West, 511.80 feet to an iron; thence North
 87°51'14" West, 450.0 feet to an iron; thence South 2°09'01"
 West, 19.32 feet to an iron and the point of beginning; thence
 continuing South 2°09'01" West, 330.32 feet to an iron at the
 southwest corner of land conveyed to Willard Conway Company
 by The Detroit Edison Company, by deed dated December 12, 1951,
 and recorded in Liber 1851, Page 68, Oakland County Records;
 thence South 62°30'16" West, 273.30 feet to a monument in the
 northeasterly right of way line of the Grand Trunk Railroad;
 thence northeasterly along said right of way line of the Grand
 Trunk Railroad, on a curve to the left, said curve having a
 radius of 13,643.5 feet and a central angle of 2°56'42", a chord
 distance of 701.30 feet and bearing north 44°19'59" West to a
 monument; thence South 87°56'44" East, 762.75 feet to the
 point of beginning.

Now purports to be a portion of Lot 2 of Assessors Plat
 No. 98 recorded in Liber 18 of Assessors Plats on Page 98,
 Oakland County Records.

Together with all and singular the hereditaments and appurtenances thereto in any
 way in anywise appertaining; and the reversion or reversions, remainders or
 remainders, issues and benefits thereof; and all the estate, right, title, interest,
 claim or demand whatsoever of the said party of the first part either in law or
 equity, of, in and to the above bargained premises, with the said hereditaments
 and appurtenances; subject to restrictions upon the use of said premises of record,
 if any, and the Zoning Ordinance of the City of Pontiac, if any.

JAN 17 1962

4266

188-190

OAKLAND COUNTY RECORDS
 MADE BY REC'D
 JAN 17 1962

After policy written to
 June 6, 1962, 501 Adams, Birmingham

6520 No. 112

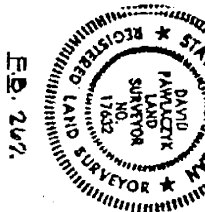
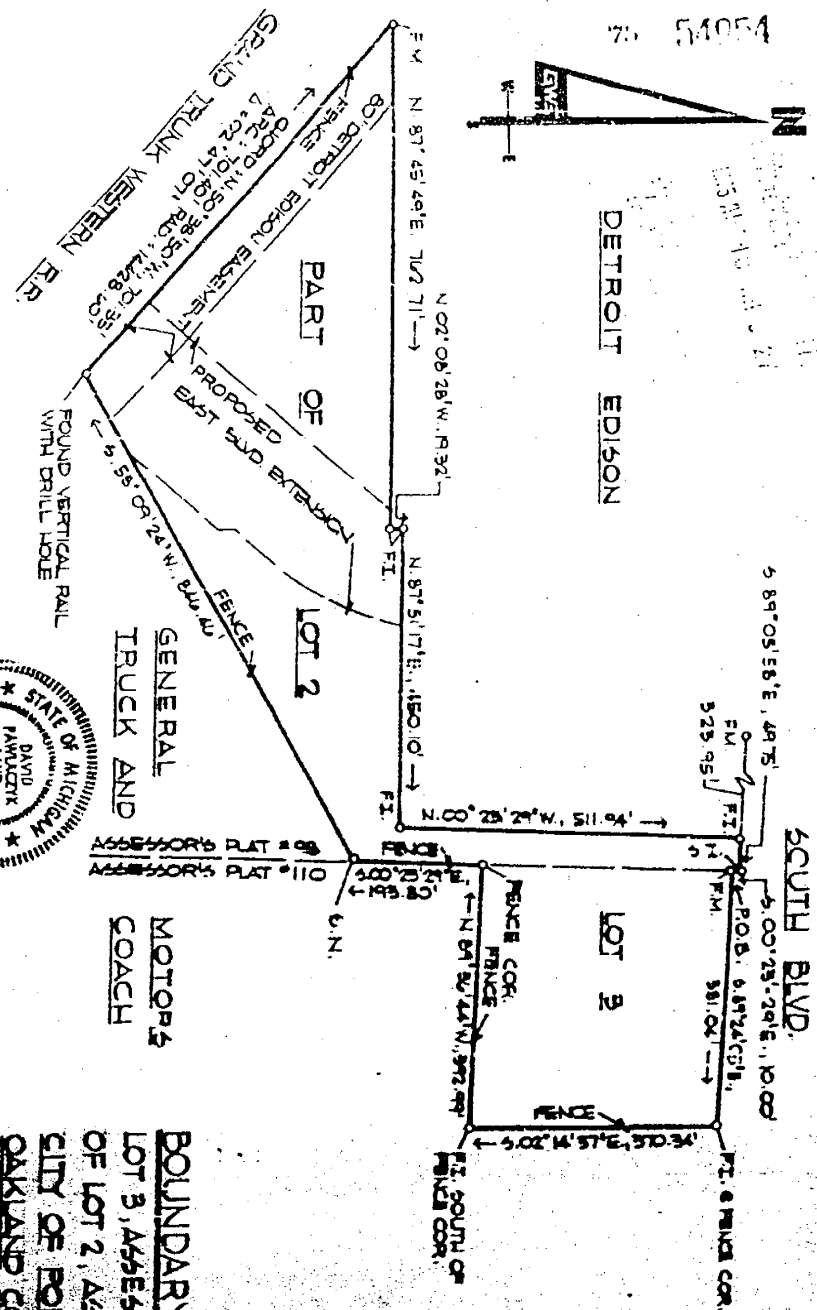
75 54954

SCALE: 1" = 200'

2-1-3



DETROIT EDISON



E.B. 267

BOUNDARY SURVEY
 LOT 3, ASSESSOR'S PLAT # 98
 LOT 2, ASSESSOR'S PLAT # 110
 CITY OF PONTIAC
 OAKLAND CO., MICH.

Giffels-Walsh

7711

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03

AGREEMENT, made this 4th day of March, A.D. 1986, between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, as Licensor, and DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 48226, and MICHIGAN BELL TELEPHONE COMPANY, 1565 Cass Avenue, Detroit, Michigan 48226, as Licensees,

W I T N E S S E T H:

5

Licensor is owner in fee of certain real estate in the Southeast 1/4 of the Southeast 1/4, Section 3, Bloomfield Township, Oakland County, Michigan, and (See attached Appendix "A" for complete legal description)

Licensees desire to construct overground and underground lines for electrical and communication service, including the necessary poles, guy wires, anchors, conduits, cables, manholes, transformers and equipment over, under, or on and across Licensor's premises located in the City of Pontiac, Oakland County, Michigan, as indicated on DETROIT EDISON COMPANY Drawing RW 8101, dated October 25, 1985, attached hereto and made a part hereof for reference, along with full right of ingress and egress upon the premises by Licensees or their agents, employees, and contractors, to construct, re-construct, repair, operate and maintain the subject line facilities as well as to trim or cut down any trees which in Licensee's opinion interfere or threaten to interfere with subject line facilities. Subject overground and underground lines to be located in accordance with the attached drawings and the respective licensed premises thereunder shall be 12 feet wide each, as shown in attached Drawing RW 8101.

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Oct 19 1995 205050

EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

THIS EASEMENT AGREEMENT is made on September 15, 1995, by GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as Grantor, and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Grantee.

\$ 31.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
19 OCT 95 1:52 P.M. RECEIPT 1568
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

WITNESSETH:

Grantor is the owner of a parcel of property ("Easement Area") located in the City of Pontiac, County of Oakland, and State of Michigan, as shown on Exhibit "A" and described in Exhibit "B", both attached hereto and made a part hereof; and

Grantee desires that a permanent easement be granted to provide electric power for and put its facilities in, over, under, and across the Easement Area (a) on an exclusive basis which excludes Grantor and all other parties, to transmit electricity; and to construct, reconstruct, operate, maintain, repair, inspect, replace, improve, modify, enlarge, and remove overhead and underground electric transmission lines consisting of towers, wood or steel pole structures, poles, H-frames, or any combination of same, wires, cables, conduits, manholes, crossarms, braces, guys, anchors, and transformers and other fixtures and appurtenances and electric control circuits and devices ("Edison Facilities"); upon the terms set forth in this Easement Agreement; and (b) on a non-exclusive basis, pursuant to the terms set forth in this Easement Agreement, to permit the transmission of telecommunication devices of any kind, underground or on Grantee's poles, towers, or other above ground facilities; underground pipelines of any kind; and other utilities of any kind provided such utilities are located underground or on Grantee's above ground facilities; and

15758119

N-071104
T95-10412

O.K. - J.S.

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UNDERGROUND UTILITY LICENSE

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THIS INDENTURE, made this 20th day of July, 1988, between GENERAL MOTORS CORPORATION, a Delaware Corporation, having a principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, herein called "LICENSOR" and THE DETROIT EDISON COMPANY, a Michigan Corporation, with principal offices located at 2000 Second Avenue, Detroit, Michigan, herein called "LICENSEE".

LICENSOR, in consideration of One or More Dollars [\$1.00] lawful money of the United States, and other good and valuable consideration paid by the LICENSEE, does hereby grant and release unto the LICENSEE, its successors and assigns, a license to enter upon the lands hereinafter described, and to construct, reconstruct, repair, operate, maintain, replace, relocate and remove an underground electric power line or lines, with all necessary poles, conduits, wires, cables, manholes, transformers and accessories, including any guy wires, stubs, anchors and brace poles and such ~~DEED~~ other facilities and equipment as LICENSEE may deem necessary (all collectively referred to as the "ELECTRIC LINES"), for the transmission and distribution of electrical energy, through, upon, over, along, under and across the following described real estate, owned by LICENSOR, situated in the City of Pontiac, County of Oakland, State of Michigan, (and more particularly shown on the attached drawing U1-1-3419 which is made a part hereof), to wit:

That part of the NE 1/4 of Sec 3, T2N, R10E, Assessor's Plat No. 110, Lot 11, Also part of Sec 3, All being desc as beg at point distant S. 29 degrees 52'40" W. 1893.92 ft., & S. 01 degree 16'51" W. 60.02 ft. from NE Sec corner, th S. 01 degree 16'51" W. 3163.67 ft. to E & W 1/4 line, th S.01 degree 16'51" W. 752.80 ft., th along curve concave easterly, rad 955.37 ft. chord bears S. 17 degrees 00'13" E. 599.47 ft. dist of 609.76 ft. th

17.00
JLW

[GM18.001]

Page 1

19-03-126-005-NE 1/4 Sec 3 and Lot 11

52026

LIBER 17163 PG 581

**EASEMENT FOR GENERAL PURPOSE ELECTRIC SUBSTATION
AND ELECTRIC LINES**

THIS EASEMENT AGREEMENT is made on May 10, 1996, by
GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address
at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as
Grantor, and THE DETROIT EDISON COMPANY, a Michigan corporation, with its
principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred
to as Grantee,

\$ 35.00 MISCELLANEOUS RECORDING
\$ 2.00 RECONVEYANCE
PAID
RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

WITNESSETH:

Grantor is the owner of a parcel of property ("Easement Area") located in the City of
Pontiac, County of Oakland, and State of Michigan, as shown on the attached Exhibit "A"
and described as follows:

WHEELER SUBSTATION

Part of the East 1/2 of Section 3, Town 2 North, Range 10
East, City of Pontiac, Oakland County, Michigan, described
as commencing at the Northeast corner of Section 3; Thence
due West, 1893.92 feet along the North line of Section 3;
Thence South 01 degree 24 minutes 11 seconds West,
1475.13 feet along the Easterly line of the old Grand Trunk
Western Railroad Right of Way; Thence North 87 degrees 22
minutes 57 seconds West, 7.69 feet to the point of beginning;
Thence South 02 degrees 37 minutes 03 seconds West,
121.87 feet; Thence North 87 degrees 22 minutes 57
seconds West, 103.71 feet; Thence South 02 degrees 37
minutes 03 seconds West, 61.47 feet; Thence North 87
degrees 22 minutes 57 seconds West, 62.35 feet; Thence
North 02 degrees 37 minutes 03 seconds East, 57.06 feet;
Thence North 87 degrees 22 minutes 57 seconds West,
90.00 feet; Thence North 02 degrees 37 minutes 03 seconds
East, 126.28 feet; Thence South 87 degrees 22 minutes 57

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+ 2.00

O.K. - J.S.

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AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES

THIS AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES, hereinafter referred to as "Amendment to Easement", made this 20th day of November 1990 between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Grantor" and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48225, hereinafter referred to as "Grantee",

WITNESSETH:

WHEREAS Grantor and Grantee entered into that certain Easement Agreement entitled "Easement for Overhead and Underground Electric Wires", dated September 15, 1986 and recorded on October 19, 1986 in Liber 15758, Pages 119 - 141, Oakland County Records, hereinafter referred to as the "Easement", and

WHEREAS Grantor is the owner of a parcel of property, hereinafter referred to as the "Additional Easement Area", located in the City of Pontiac, County of Oakland and State of Michigan, as shown on the attached Exhibit "A" and described as follows

Lots 358 and 359 and parts of Lots 232, 233 and 380 and parts of vacated Ferry Avenue and part of a vacated public alley, all being part of "South Park", a subdivision of part of

OK-GK

LIBER 20242PG630

245695

LIBER 20242 PAGE 630
427.04 HISC RECORDING
62.08 REINFORCEMENT
07/09/1999 09:48:14 A.M. RECEIPT 51810
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CABELL, CLERK/REGISTER OF DEEDS

OVERHEAD AND UNDERGROUND TRANSMISSION LINE EASEMENT (RIGHT OF WAY)

On September 24, 1998, for the consideration of system betterment, Grantor grants to Grantee a permanent exclusive overhead and underground transmission line easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

City of Pontiac, a Michigan Municipal Corporation, 450 Wide Track Drive East, Pontiac, Michigan 48342

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in City of Pontiac, Oakland County, Michigan described as:

See Attachment A

The "Right of Way Area" is a part of Grantor's Land described as follows:

90 foot wide Transmission Line Easement "B", and 90 foot wide Transmission Line Easement "D" shown and more particularly described in attachment B which is made a part of this easement.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead and underground electric transmission line facilities consisting of towers, wood or steel poles, H-frames, wires, conduits, cables, manholes, and fixtures. The transmission facilities may include telecommunication medium for the use of Grantee ~~on Grantor's Land~~ *SP (M) 2*

2. **Access:** Grantee has the right of access to and from the Right of Way Area.

3. **Buildings or other Permanent Structures:** No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.

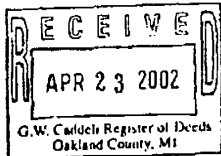
4. **Trees, Bushes, Branches or Roots:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

5. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land, buildings, fences or crops while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition, or at Grantee's option reimburse Grantor for any damage sustained by Grantor.

6. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

7. **Indemnification:** Grantee shall defend, indemnify, protect, and save harmless Grantor, its officers, directors, and employees from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorney's fees and disbursements that (1) arise or are in connection with the Easement granted hereunder for the Easement Area or any portion thereof; or (2) arise from or in connection with any act or omission of Grantee or grantee's agents, employees, contractors, subcontractors, licensees, invitees, or others who are present as a specific result of this Easement Agreement for or on behalf of Grantee; or (3) result from any default of this Easement Agreement of any provision hereof by Grantee; or (4) result from the presence of Grantee's property or equipment on the Easement Agreement, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Easement Agreement, excepting from this agreement to indemnify the Grantor any claims, actions, suits, damages, liabilities, cost and expenses caused by the sole negligence of the Grantor, its officers, directors, agents and employees. Grantee's obligations under this

E.K. - LG



LIBER 25457 PG 473

183057
LIBER 25457 PAGE 473
\$29.00 MISC RECORDING
\$2.00 REMONUMENTATION
04/23/2002 01:30:48 P.M. RECEIPT: 34732
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**SECOND AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND
ELECTRIC WIRES**

THIS SECOND AMENDMENT TO EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC WIRES, hereinafter referred to as "Second Amendment to Easement", made this 19th day of OCTOBER, 2000 between GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as "Grantor", and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS Grantor and Grantee entered into that certain Easement Agreement entitled "Easement for Overhead and Underground Electric Wires", dated September 15, 1995 and recorded on October 19, 1995 in Liber 15758, Pages 119 - 141, Oakland County Records, hereinafter referred to as the "Easement Agreement"; and

WHEREAS Grantor and Grantee amended the Easement Agreement by that certain Amendment to Easement entitled "Amendment to Easement for Overhead and Underground Electric Wires", dated November 20, 1998 and recorded on March 5, 1999 in Liber 19640, Pages 595 - 600, Oakland County Records, hereinafter referred to as the "Amendment to Easement"; and

OK-G.K.



Economic Development &
Enterprise Services

General Motors Corporation
Worldwide Real Estate
Mail Code 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Ms. Julie Cohen
DTE Energy
2000 2nd Avenue
688 WCB
Detroit, Michigan 48226

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus -- J-Lot
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was recorded with the Oakland County Register of Deeds on May 10, 2007 as Liber 39117 Pages 191 to 202.

A title search for the Property indicates that DTE Energy, formerly Detroit Edison Company, holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 15423 Page 860, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; and (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as

Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 2 of the Restrictive Covenant for a further description of these land uses). In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

Handwritten:
577-57

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: 

Name:

DEBRA NOMIC HOGE

Title:

DIRECTOR

WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates



General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2400

CERTIFIED MAIL[®]



7002 2030 0000 9401 6576
7002 2030 0000 9401 6576

U.S. Postal Service[™] CERTIFIED MAIL[™] RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com .	
OFFICIAL USE	
Postage \$ Certified Fee \$ Return Receipt Fee (Endorsement Required) \$ Restricted Delivery Fee (Endorsement Required) \$ Total Postage & Fees \$	Postmark Here
Sent To DTE Energy 2000 2nd Avenue 688 WCB Detroit, MI 48226 Attn: Ms. Julie Cohen	
PS Form 3800, October 2001	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: DTE Energy 2000 2nd Avenue 688 WCB Detroit, MI 48226 Attn: Ms. Julie Cohen		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below:	
2. Article Number (Transfer from service label) 7002 2030 0000 9401 6576		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, August 2001 5-18-07		10255-02-10-1540	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

154237860

MAY 26 95 093461

QUIT CLAIM DEED OF CONVEYANCE

THIS QUIT CLAIM DEED OF CONVEYANCE is made and entered into by and between the United States of America, C/O Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CEORL-RE-S, P.O. Box 59, Louisville, Kentucky 40059-0059, hereinafter referred to as the grantor, acting by and through the Secretary of the Army, United States Department of the Army, under and pursuant to the powers and authorities contained in the Federal Property and Administrative Services Act of 1949 (Public Law No. 152, Approved June 30, 1949, 63 Statutes At Large, Chapter 288, 40 U.S.C., Chapter 10), and acts supplementary thereto and amendatory thereof; the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law No. 100-526, Title II, Approved October 24, 1988, 102 Stat. 2627, 10 U.S.C. § 2687 note), and acts supplementary thereto and amendatory thereof; the delegation of authority from the Administrator of the General Services Administration to the Secretary of Defense, United States Department of Defense (March 1, 1989); and the redelegation of authority from the Secretary of Defense, United States Department of Defense to the Secretary of the Army, United States Department of the Army (May 10, 1989), and General Motors Corporation, a Delaware corporation, 3044 W. Grand Boulevard, Detroit, Michigan 48202 c/o Director of Argonaut Realty 485 W. Milwaukee Avenue, Detroit, Michigan 48202

(TYPE GRANTEE'S TAX MAILING ADDRESS)

hereinafter referred to as the grantee.

WITNESSETH: That for the total consideration of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00),* the receipt of which is hereby acknowledged, the grantor does hereby quit claim to the grantee, its successors and assigns, a certain tract of real estate located in the City of Pontiac, Oakland County, Michigan, more particularly described as follows:

DESIGNATED TRACT NUMBER A-100, UNITED STATES ARMY PONTIAC STORAGE FACILITY, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: A parcel of land located in Lot No. 9 of Assessor's Plat No. 141 of the City of Pontiac, County of Oakland, State of Michigan, said parcel being more particularly described as follows: Commencing at the intersection of the South Line of Section 34, Town 3 North, Range 10 East, Michigan Meridian (said line also being the centerline of South Boulevard), with the east right-of-way line of the Grand Trunk Railroad Belt Line; thence North 01 degrees 28 minutes West 843 feet to

MAY 26 11 03 A.M. 1995

14-34-426-001

O.K. -S.H

ATTACHMENT 5
COVENANT DEEDS

COVENANT DEED

THIS INDENTURE, made this ____ day of _____, 200__, between **GENERAL MOTORS CORPORATION**, a Delaware corporation, with its principal place of business at Three Hundred Renaissance Drive, Detroit, Michigan 48265 (hereinafter referred to as "Grantor"), and _____ a _____, with its principal place of business at _____ (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of _____ Dollars (\$ _____), in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of Pontiac, County of Oakland, State of Michigan, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the exceptions set forth on Exhibit "B" hereto and subject to the reservation of the right to enforce the restrictions and covenants set forth in the Declaration of Restrictive Covenant, recorded at Liber 39011, Page 84, Oakland County Records, a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Restrictive Covenant"). And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Grantor reserves a right of access for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be enforced in perpetuity against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) the Michigan Department of Environmental Quality and its successor agencies or departments, pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its successor agencies or departments, as a third party beneficiary.

Grantee hereby agrees that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession or ownership of the Real Property; (b) U.S. EPA shall be expressly named in any such instrument as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce the restrictions and covenants in the Restrictive Covenant as against the transferee under such instrument and any successor to any such transferee; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded with the Oakland County Register of Deeds; and (d) the requirements of this paragraph shall run with the Real Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the Presence of:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____

Its: Director, Worldwide Real Estate

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ of General Motors Corporation, a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public

County, MI

My Commission expires:

Prepared by and when recorded return to:

Anthony Thrubis
General Motors Corporation
300 Renaissance Center
M.C. 482-C24-D24
Detroit, Michigan 48243

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B
EXCEPTIONS
(AS NEEDED)

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT

COVENANT DEED

THIS INDENTURE, made this ____ day of _____, 200__, between **GENERAL MOTORS CORPORATION**, a Delaware corporation, with its principal place of business at Three Hundred Renaissance Drive, Detroit, Michigan 48265 (hereinafter referred to as "Grantor"), and _____ a _____, with its principal place of business at _____ (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of _____ Dollars (\$ _____), in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of Pontiac, County of Oakland, State of Michigan, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the exceptions set forth on Exhibit "B" hereto and subject to the reservation of the right to enforce the restrictions and covenants set forth in the Declaration of Restrictive Covenant, recorded at Liber 39117, Page 191, Oakland County Records, a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Restrictive Covenant"). And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Grantor reserves a right of access for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants of the Restrictive Covenant may be enforced in perpetuity against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) the Michigan Department of Environmental Quality and its successor agencies or departments, pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its successor agencies or departments, as a third party beneficiary.

Grantee hereby agrees that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession or ownership of the Real Property; (b) U.S. EPA shall be expressly named in any such instrument as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce the restrictions and covenants in the Restrictive Covenant as against the transferee under such instrument and any successor to any such transferee; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded with the Oakland County Register of Deeds; and (d) the requirements of this paragraph shall run with the Real Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the Presence of:

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: _____

Its: Director, Worldwide Real Estate

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____,
200 __, by _____ of General Motors Corporation, a Delaware corporation, on
behalf of said corporation.

(SEAL)

Notary Public

County, MI
My Commission expires:

Prepared by and when recorded return to:

Anthony Thrubis
General Motors Corporation
300 Renaissance Center
M.C. 482-C24-D24
Detroit, Michigan 48243

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B
EXCEPTIONS
(AS NEEDED)

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT

APPENDIX B

U.S. EPA FINAL DECISION



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

Rec'd. CRA

AUG 15 2006

August 3, 2006

REPLY TO THE ATTENTION OF:

Ms. Jean Caufield
General Motors Corporation
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, Michigan 48341-3147

RE: Response to Comments and Final Decision
Centerpoint Business Campus
Pontiac, Michigan
MID 005 356 902

Dear Ms. Caufield:

The United States Environmental Protection Agency (U.S. EPA) has selected the final corrective action remedy for the General Motors site, located at the Centerpoint Business Campus in Pontiac, Michigan. Enclosed is the U.S. EPA's Final Decision.

The remedy includes recovery of LNAPL from underneath Building 33, long-term groundwater monitoring, passive recovery from well #MW-1, and institutional controls for soil and groundwater.

The next step in the process will be negotiating an administrative order on consent requiring General Motors to implement the final remedy. I will be in contact with you in the near futures to discuss the process.

If you have any questions about the above matter, please contact me at (312) 886-0656.

Sincerely,

A handwritten signature in cursive script, reading "Daniel Patulski", is written over a horizontal line.

Daniel Patulski
EPA Project Manager

Enclosure

cc: Brian Barwick, EPA/ORC

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RCRA FINAL DECISION
AND RESPONSE TO COMMENTS
SELECTION OF REMEDIAL ALTERNATIVE

FOR

GENERAL MOTORS CORPORATION
CENTERPOINT BUSINESS CAMPUS
PONTIAC, MICHIGAN

FINAL DECISION AND RESPONSE TO COMMENTS
SELECTION OF REMEDIAL ALTERNATIVE
FOR
GENERAL MOTORS CORPORATION
CENTERPOINT BUSINESS CAMPUS
PONTIAC, MICHIGAN

Introduction

The United States Environmental Protection Agency (U.S. EPA) presents this Resource Conservation and Recovery Act (RCRA) Final Decision and Response to Comments for the General Motors Centerpoint Business Campus facility (formerly known as the GM Truck Group), located at 2000 Centerpoint Parkway, Pontiac, Michigan. Included in this document is the previously issued Statement of Basis (Attachment 1). The Statement of Basis outlined potential remedial alternatives at the facility as well as U.S. EPA's proposed remedy and was made available to the public for review and comment on June 6, 2006. The public was notified of the public comment period in the Oakland Press Newspaper. There were no comments received during the 45-day public comment period, which ended July 21, 2006.

Selected Remedy

U.S. EPA has selected the following corrective measures as the remedy to address contaminated media at the General Motors facility:

► Institutional controls (deed restriction) to restrict land use to industrial or commercial uses and prevent groundwater in the water table zone from being used for drinking water at the following locations:

- AOI #16 – Former Building 29 Tank Farm
- SWMU #34/AOI #46 – North Retention Pond
- SWMU #32/AOI #49 – Former Coal Pile Storage Area
- SWMU #31/AOI #54 – Former Surface Impoundment
- SWMU #29/AOI #66 – Wastewater Treatment Plant
- AOI #69 – Container Storage Area (Wastewater Treatment Plant)
- SWMU #3/AOI #74 – Container Storage Area (Pontiac Assembly Center)
- SWMU #2/AOI #75 – Former East Tank Farm
- SWMU #30/AOI #79 – Former J-Lot Fill Area
- AOI #82 – Former Paint Mix Room Retention Tank

- AOI #83 – Dock 65
- AOI #84 – Former Tank Farm Area
- ▶ Recovery of light non-aqueous phase liquid (LNAPL), long-term groundwater monitoring and institutional controls:
 - AOI #53 – Building 33
 - ▶ Closure under Michigan Act 451, Part 213 and institutional controls:
 - AOI #50 – DUCO Stores
 - AOI #52 – Building 53 Tank Farm
 - ▶ Passive groundwater recovery from MW-1 and long term monitoring and institutional controls:
 - AOI #71 – Burn Pile

Public Participation

The public comment period was announced through a newspaper advertisement in the Oakland Press newspaper. The public comment period extended from June 6, 2006 through July 21, 2006. The Statement of Basis and supporting Administrative Record were placed in the Pontiac Public Library in Pontiac, Michigan and the U.S. EPA, Region 5, Waste, Pesticides and Toxics Division office for public review prior to and during the public comment period.

Public Comments and Concerns

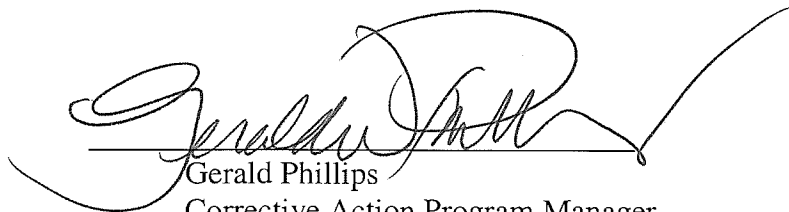
There were no public comments submitted during the public comment period.

Future Actions

An Administrative Order will be negotiated with GM to provide an enforceable instrument for implementation of corrective measures and for ensuring that financial assurance is and remains in place for completing corrective measures and any long-term requirements for Operations and Maintenance (O&M), including groundwater monitoring and institutional controls, are properly adhered to until the measures are completed or deemed unnecessary.

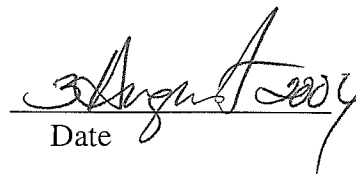
Declaration

Based upon the Administrative Record compiled for this corrective action at the General Motors facility in Pontiac, Michigan, the U.S. EPA has determined that the selected remedy is appropriate and is protective of human health and the environment.



Gerald Phillips

Corrective Action Program Manager
Waste, Pesticides and Toxics Division
U.S. EPA Region 5



Date

**STATEMENT OF BASIS
FOR
GENERAL MOTORS CORPORATION
CENTERPOINT BUSINESS CAMPUS
PONTIAC, MICHIGAN**

INTRODUCTION

This Statement of Basis (SB) for the General Motors Corporation (GM), Centerpoint Business Campus (formerly known as the GM Truck Group) facility in Pontiac, Michigan, is being issued by the United States Environmental Protection Agency (U.S. EPA) to fulfill part of its public participation responsibilities under the Resource Conservation and Recovery Act (RCRA). The SB explains the proposed remedy at the Centerpoint Business Campus (CBC). This remedy is proposed for addressing soil and groundwater at the facility. In addition, the SB includes summaries of other remedies analyzed for this facility as well as those which have been completed. The U.S. EPA will select a final remedy for the facility only after the public comment period has ended and the information submitted during this time has been reviewed and considered.

This document summarizes information that can be found in greater detail in the Review of Existing Conditions and Supplemental Review of Existing Conditions Report, RCRA Facility Investigation (RFI) Report, Corrective Measures Proposal (CMP), and site assessment reports, as well as other documents contained in the administrative record for the GM facility. U.S. EPA encourages the public to review these other documents in order to gain a more comprehensive understanding of the facility and RCRA activities that have been conducted there.

The U.S. EPA may modify the proposed remedy or select another remedy based on new information or public comments. Therefore, the public is encouraged to review and comment on all alternatives. The public can be involved in the remedy selection process by reviewing the documents contained in the administrative record. U.S. EPA will inform the public of the location and availability of the administrative record and the schedule for the public comment period.

PROPOSED REMEDY

Major investigations and/or remedial measures were conducted prior to the RFI in 12 study areas. Two additional areas were investigated as interim measures and five areas were investigated during the RFI. This resulted in the removal and treatment or off-site disposal of approximately 70,250 cubic yards of soil at the site. A summary of these activities can be found in the CMP. The U.S. EPA proposes the following corrective

measures to address the remaining contaminated soils and groundwater to complete the RCRA corrective action at the GM facility:

- Institutional controls (deed restriction) to restrict land use to industrial/commercial uses and prevent groundwater in the water table zone from being used for drinking water at the following locations:
 - AOI #16 - Former Building 29 Tank Farm
 - SWMU #34/AOI #46 – North Retention Pond
 - SWMU #32/AOI #49 – Former Coal Pile Storage Area
 - SWMU #31/AOI #54 - Former Surface Impoundment
 - SWMU #29/AOI #66 - Wastewater Treatment Plant
 - AOI #69 - Container Storage Area (Wastewater Treatment Plant)
 - SWMU #3/AOI #74 - Container Storage Area (Pontiac Assembly Center)
 - SWMU #2/AOI #75 - Former East Tank Farm
 - SWMU #30/AOI #79 - Former J-Lot Fill Area
 - AOI #82 - Former Paint Mix Room Retention Tank
 - AOI #83 - Dock 65
 - AOI #84 - Former Tank Farm Area
- Recovery of light non-aqueous phase liquid (LNAPL), long-term groundwater monitoring and institutional controls:
 - AOI #53 – Building 33
- Closure under Michigan Act 451 Part 213 and institutional controls:
 - AOI #50 - DUCO Stores
 - AOI #52 - Building 53 Tank Farm
- Supplemental investigation, institutional controls and long-term groundwater monitoring:
 - AOI #71 - Burn Pile

Administrative Order

An Administrative Order on Consent will be negotiated with GM to provide an enforceable instrument for implementation of corrective measures and for ensuring that financial assurance is and remains in place for completing corrective measures and any long-term requirements for Operations and Maintenance (O&M), including groundwater monitoring and institutional controls, are properly adhered to until the measures are completed or deemed unnecessary.

FACILITY BACKGROUND

Facility Description and History

The Facility is located in the City of Pontiac, Oakland County, Michigan. The Facility encompasses approximately 400 acres of land and currently contains the Centerpoint Business Campus, including the Pontiac Assembly Center. The Facility formerly contained the Pontiac Central Manufacturing and Assembly Plant. The Facility is generally bordered by South Boulevard to the north, the Grand Truck Western Railroad to the south, Opdyke Road to the east, and Martin Luther King Jr. Boulevard to the west. Land use to the north of the Facility is primarily industrial; to the east and south, residential; and to the west, a combination of residential, industrial and commercial.

In 1927, the Facility began producing medium and heavy duty trucks and buses at the former Pontiac Central Manufacturing and Assembly Plant, which was formerly located in the north central portion of the Facility. Major manufacturing activities associated with the production of these vehicles included machining, stamping, plating, smelting, fiberglass laminating, heat treating, painting, and sealing. Subsequent operations were expanded to include more than 60 manufacturing and office buildings, including the Pontiac East Assembly plant (now named the Pontiac Assembly Center).

In August 1990, manufacturing operations at the former Pontiac Central Manufacturing and Assembly Plant were discontinued. Between 1991 and 1995, the plant was decommissioned, all buildings were demolished except for the slab and structural steel on approximately 1 million square feet. The area was redeveloped as the Centerpoint Business Campus, which is a large-scale industrial and commercial business development.

Presently, the Facility includes a Truck Engineering Center, located at the west end of the Facility; the Pontiac Assembly Center on the eastern portion of the Facility; the GM Truck Product Center, which occupies approximately one-third of the former Pontiac Central Manufacturing and Assembly Plant's footprint, a wastewater treatment plant (WWTP) and two stormwater retention ponds.

Surface Water Hydrology

There are no natural surface water bodies at the Facility, but there are two engineered stormwater retention basins, the North Retention Pond (SWMU #34/AOI #46) and Current South Retention Pond. In addition, there was a former South Retention Pond (SWMU #33/AOI #45) located on the southern portion of the Facility, but this area was redeveloped in 1995, and the new South Retention Pond was constructed approximately 2,000 feet northwest of the former South Retention Pond.

There are several natural surface water bodies and intermittent drains surrounding the Facility. In June 2004, the Michigan Department of Environmental Quality (MDEQ) evaluated the stormwater drains located in the vicinity of the Facility (Amy Drain, Hamlin Drain, Levison Drain, and Murphy Creek) to determine if these drains are surface waters of the state. MDEQ did not consider any of these drains to be surface waters of the state at the point they discharge from the Facility.

In the RFI, GM concluded that the Groundwater/Surface Water Interface Criteria (GSIC) are not relevant at the Facility due to the absence of natural surface water bodies at the Facility and that a hazardous substance in groundwater on-site is not reasonably expected to vent to surface water off-site (via discharge to on-site ponds and subsequently to closed drains and eventually to surface water bodies of the state) in concentrations that exceed the generic GSIC. To support this conclusion, supplemental investigations at the Container Storage Area (SWMU #3/AOI #74) and the former Surface Impoundment (SWMU #31/AOI #54) were performed. These evaluations were submitted to the U.S. EPA in April 2003, August 2005 and in March 2006 in reports titled "Groundwater Surface Water Interface (GSI) Pathway Elimination Determination Report". The U.S. EPA is presently reviewing the report and will make a determination on whether the GSI are relevant.

Hydrogeology

Unconfined Water Table Zone

Shallow, unconfined perched groundwater exists in several areas of the Facility, generally at depths of approximately 10 to 20 feet below ground surface (bgs). Glacial clay till also exists in the near surface throughout the Facility. As such, surface groundwater only exists as discontinuous and intermittent perched groundwater. This groundwater is perched above the clay till in layers of engineered fill material or sand (or sand and gravel) seams of limited extent. Because the clay/till layer is approximately 100 feet thick between the perched groundwater and the interbedded, confined sand aquifer, the perched groundwater is not considered to be hydraulically connected with the lower water bearing zones. It is also questionable as to whether the shallow, intermittent, unconfined water table is considered an "aquifer" pursuant to Michigan Act 451, Part 201.

Clay/Till Aquitard and Interbedded Sand Aquifer

In 1981, Camp Dresser and McKee (CDM) performed a hydrogeologic assessment of the Facility. The results were presented in a report that identified three sand and sand/gravel aquifers beneath the Facility. These aquifers occur at depths of 120, 150, and 210 feet bgs and are approximately 7, 25, and 50 feet thick, respectively.

Lower Sand and Gravel Aquifer

The lower sand and gravel aquifer has been encountered underlying the clay/till aquitard at approximately 210 to 220 feet bgs, and is consistent with the regional description of local outwash channels. This aquifer was used to support industrial wells at the Facility and is used by residential wells south of the Facility. The lower sand and gravel aquifer is confined by the clay/till aquitard sequence above and may also be confined by the Coldwater Shale below.

Coldwater Shale

The Coldwater Shale is not considered a usable aquifer beneath the Facility. Because it is overlain by the productive lower sand and gravel aquifer, the Coldwater Shale may be considered an aquitard with its relatively low hydraulic conductivity material. Available water well records for wells drilled along the Grand Trunk Western Railroad south of the Facility show the shale was encountered at a depth of approximately 290 feet bgs.

Water Supply and Groundwater Use

Shallow perched groundwater at the Facility, to the extent it is present, is not used for any purpose. At many locations, the perched water is absent altogether. Historically, the 120, 150, and 210 feet bgs aquifers were used as water supply for the Facility. All portions of the Facility are currently serviced by municipal water.

PRE-RFI INVESTIGATIONS AND REMEDIAL ACTIONS

Environmental investigations and remedial activities conducted prior to the RFI are summarized in the Review of Existing Conditions Report and Supplemental Review of Existing Conditions Report.

A total of 12 major investigations and/or remedial actions were performed prior to implementation of the RFI at the Facility. They include:

AOI #16 - Former Building 29 Tank Farm

The former Building 29 Tank Farm consisted of nine 12,000-gallon steel underground storage tanks (USTs) installed in 1946. The USTs contained engine oil, transmission fluids, axle fluids, and power steering fluids. The UST farm was taken out of service during the summer of 1991 and the USTs were excavated and removed in October 1991 in support of the Centerpoint Business Campus redevelopment. Benzene, toluene, ethylbenzene and xylene (BTEX) and polynuclear aromatic (PNA) constituents were identified in confirmatory soil samples collected from soils surrounding the former tank farm following the UST removals.

Approximately 3,015 cubic yards (cy) of soil were removed from the Building 29 tank farm during multiple remedial excavations, thermally treated via low temperature thermal

desorption, and then used as backfill for the tank excavation, or stockpiled along the side of the access road to Building 29.

The UST farm was further investigated in January 1994, where six additional boreholes were advanced and samples were collected. Since there were no detections of compounds in the verification samples at concentrations above the Michigan Act 307 Type B (residential) Direct Contact Criteria (DCC), this area was considered remediated. The results of the investigations were presented in the Building 29 Underground Storage Tank Area – Final Report. This report was approved by Michigan Department of Natural Resources (MDNR) in a letter dated March 17, 1995 and the Building 29 MDEQ Release Number was subsequently closed.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

SWMU #6/AOI #42 – Building 53 Tank Area

In August 1991, a 1,000-gallon waste oil steel UST was removed from the Building 53 area. The tank was originally installed in 1972 for the temporary storage of waste oil. The UST was found to be intact with no apparent leaks when it was removed on August 30, 1991. Following the excavation and removal of the UST, site assessment samples were collected. In October 1991, BTEX and PNA constituents were identified at concentrations exceeding then current Michigan Act 307 Type B (residential) criteria.

Additional excavation of the Building 53 UST Area was completed in November 1991. The total volume of soil excavated for remediation was approximately 190 cy. The excavated soils were characterized and disposed of at an off-site commercial landfill.

A supplemental subsurface investigation of the UST area near Building 53 was conducted in January 1994 to address comments provided by the MDNR regarding elevated lead and chromium concentrations. Four boreholes were advanced to further define lead and chromium concentrations in Facility soils, including background conditions. The results of the investigations were presented in the Building 53 Underground Storage Tank Study Area – Final Report. The report was approved by the MDNR in a letter dated April 27, 1994 and the Building 53 MDEQ Release Number was subsequently closed.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

AOI #44 – Building 43 Remediation

In June 1993, a test excavation of the area was performed to visually assess the extent of potentially affected material in the vicinity of Building 43. The fill material located

adjacent to Building 43 was identified to be comprised of ash and miscellaneous debris associated with a historic fire.

In August 1994, a subsurface investigation was conducted to substantiate the visual information using soil analytical data. Analytical results from soil samples collected from the boreholes indicated concentrations exceeding then current Michigan Act 307 Type B criteria.

A total of approximately 20,600 tons of affected soil was characterized and properly disposed at a commercial landfill. Verification of the remediation of impacted material was accomplished through the collection of approximately 40 soil samples from the floor and sidewalls of the excavation. The analytical results of the verification samples collected from the excavation were below applicable criteria, with the exception of two samples that were found to exceed then current Michigan Act 307 Type B DCC for lead. Approximately 50 cy of additional soil was removed in the area of these two verification samples to a depth of approximately 30 ft bgs, which is well below the reasonably expected maximum depth of excavation for any future construction in this area. The area was then backfilled with clean soil. Therefore, no further action is required at this AOI.

AOI #50 – DUCO Stores UST Area

The DUCO Stores UST area consisted of eight steel USTs installed in 1927. The USTs contained gasoline, Railway end lube, glycol, axle oil, and diesel fuel.

On February 2, 1990, gasoline was identified to be infiltrating into a sanitary sewer line located to the west of the former DUCO Stores UST area. In May 1990, gasoline was discovered infiltrating into a storm sewer, which was located near the DUCO Stores fuel lines. Following both instances, the sewer was plugged and the sewer contents removed, as necessary, by vacuum tanker truck.

In June 1990, a soil gas survey of the area was performed, consisting of 53 locations sampled at 18 inches bgs. The results of the survey were presented in a report entitled "Final Report on the Findings of the Petrex Soil Gas Survey Conducted for the General Motors Truck and Bus Group at the DUCO Stores Tank Farm Site in Pontiac, Michigan". The report identified compounds typically found in gasoline in the soil vapors. A plume of oil constituents was also identified as being present in the DUCO Stores UST area.

In August 1991, all eight USTs in the area were excavated and removed. Following collection of 36 confirmatory samples from the UST cavity, diesel fuel was observed seeping into the excavation. Approximately 100 gallons of diesel fuel was recovered before seepage ceased. Benzene, benzo(a)anthracene, and chrysene were identified above the then current Michigan Act 307 Type B DCC.

Approximately 3,000 cy of soil was excavated and thermally treated via low temperature thermal desorption. Further excavation to the east and west was not possible due to the location of existing structures. However, additional remedial excavation of the base was

conducted. Verification samples were collected and submitted for BTEX and PNA analyses. Residual concentrations were identified to marginally exceed their respective then current Michigan Act 307 Type B soil cleanup criteria. Further remedial excavation of the base was conducted. Analytical results for the verification samples collected from the floor of the excavation indicated no residual BTEX or PNAs at concentrations exceeding the then Michigan Act 307 Type B DCC.

In January 1994, the nature and extent of any potential residual soil contamination in the area was defined. Six boreholes were installed and the northern end of the excavation was deepened by approximately 2 feet, resulting in the removal of an additional 175 cy of soil. Twelve soil samples were collected from the boreholes and three soil samples were collected from the northern floor of the excavation and submitted for BTEX and PNA analyses. The report on the data concluded that minor residual concentrations of BTEX and PNAs remained in soils at inaccessible locations.

During expansion activities of Building 34/52 in October 1997, diesel fuel odors were encountered as well as stained soils adjacent to the eastern side of a storm sewer line at a depth of approximately seven feet bgs. During the period from October 13, 1997 to October 24, 1997, 2,800 cy of clean fill and approximately 8,400 cy of potentially affected soil were excavated, segregated, stockpiled and analyzed. A total of 49 soil samples were collected from the excavation limits. Neither BTEX nor PNAs were detected above then current applicable Michigan Act 451, Part 201 Industrial Direct Contact or Soil Inhalation Cleanup Criteria for soil in any of the samples collected from within the excavation limits. This area is currently open on the MDEQ Leaking UST list.

AOI #50 – DUCO Stores Fuel Line Study Area

The DUCO Stores Fuel Line study area consisted of an underground distribution network for gasoline and fuel oil that was installed in 1972, which originated from a pumping station in former Building 21. Gasoline was discovered infiltrating into a storm sewer located near the DUCO Stores fuel line in May 1990.

In 1992, 12 soil borings and three monitoring wells were installed in Building 11, in the north end of Building 12, and within Building 27. BTEX constituents were identified at levels exceeding the then current Michigan Act 307 Type B soil cleanup levels.

In order to further define the extent of the sand lens where evidence of gasoline vapors was detected, seven boreholes and three test pits were installed in the vicinity of the fuel line in January 1994. Samples were collected from each borehole for chemical analysis for BTEX and lead. The results of the analysis did not identify any further areas of residual BTEX constituents in soil at levels of concern. The perched water was identified as being minor in extent and/or seasonally dependent. The report from the study concluded that no additional investigation or remediation was required or warranted within this area. The area is currently open on the MDEQ LUST list.

AOI #52 – Building 35 Tank Farm

In 1946, a dynamometer tank farm was installed west of Building 35. The tank farm consisted of six 2,000-gallon USTs. The tanks initially contained diesel fuel, regular/premium fuel, special fuels, and mineral spirits. In 1961, the indoor fuel supply lines connecting Building 35 to Building 33 were removed; however, the USTs remained in service and new lines connected Building 35 to an outdoor fueling station south of Building 33.

In 1971, a new 10,000-gallon diesel fuel UST was installed south of the dynamometer tank farm and was connected to the most southerly of the tanks in the Dyno tank farm. In 1984, this tank was removed and replaced by two 12,000-gallon USTs. The newly installed USTs contained diesel fuel and special leaded gasoline.

In June 1991, a backhoe accidentally punctured the 12,000-gallon gasoline UST, which resulted in an estimated loss of 20 gallons. During recovery activities, historic diesel contamination north of the two 12,000-gallon USTs was identified. This contamination was suspected to be from the historic 10,000-gallon diesel UST, which had been in the same UST cavity.

On October 12, 1992, a suspected release was reported following structural integrity testing of the tanks. On November 5, 1992, another release was reported from the same tank system based on additional structural integrity testing. In September 1994, Dyno Tanks 1 through 6 were removed along with 450 cy of impacted soil. In October 1994, further excavation was performed (1,244 cy of soil) along with collection of additional verification samples until the results were below Michigan Act 307 Type B criteria. A Closure Report on the 1992 releases was submitted to MDNR.

In July 2005, Dyno Tanks 7 and 8 were removed from the ground. A sheen was identified on the groundwater in the UST cavity. Subsequent analytical results confirmed the release; however, no constituents were identified above Michigan Act 451, Part 201 generic residential criteria in soil. Concentrations of a few petroleum hydrocarbon constituents were identified above the GSIC and Drinking Water Criteria (DWC) in groundwater.

This area will be further evaluated under Michigan Act 451, Part 213 for USTs. A supplemental investigation is pending to define the groundwater impacts and assess the potential impact to utility/storm sewer backfill.

AOI #53 – Building 33 Free Product Area

In 1970, a new outdoor fueling station was installed between Building 33 and Building 34. The fueling station consisted of three 10,000-gallon USTs. These USTs were subsequently replaced in the early 1990s with two 12,000-gallon USTs. During the removal of the historic tanks, contamination was identified. Approximately 13,000 tons of soil excavated from the area was treated by low temperature thermal desorption.

Remaining concentrations of BTEX and naphthalene, the only detected constituents, were at or below Michigan Act 307 Type B levels. This release was subsequently closed by the MDNR.

In 1989, attempts were made to recover LNAPL from this area using pump and treat technology. In 1990, the gasoline collection system was terminated because it was determined to be ineffective in recovering the LNAPL from the area.

To further define the extent of gasoline present in soils under Building 33, a subsurface investigation was conducted of the area in 1994, which included the installation of 19 boreholes to a maximum depth of 20 ft bgs. A monitoring well was also installed within one of the interior building boreholes to permit sampling of the free product and measurement of LNAPL thickness. Gasoline free product was encountered at depths of approximately 15 to 19 ft bgs within sand and/or silt lenses.

The results of the 1994 investigation showed that benzene was present in soil at concentrations that exceeded the Michigan Act 451, Part 201 industrial and commercial infinite Source Volatile Soil Inhalation Criteria (VSIC) at a depth of 16 ft bgs. In addition, BTEX was detected at concentrations exceeding the Michigan Act 451, Part 201 industrial and commercial Soil Volatilization to Indoor Air Inhalation Criteria (SVIIC) at a depth of 16 ft bgs. Other BTEX constituents were also identified.

At the completion of the 1994 investigation, a remedial alternatives evaluation was completed. The evaluation included a number of alternatives and determined that none were feasible while the building was in use. No further activities were performed at Building 33 until after the RFI process was completed. Post-RFI activities and proposed corrective measures are presented later in this SOB.

AOI #69 – Container Storage Area

The container storage area consisted of a 12,543-square foot, 8-inch thick epoxy-coated concrete waste management pad that was constructed in 1980. The waste management pad was divided into two operating halves. The western half was a covered hazardous waste drum storage area and the eastern half operated as an uncovered non-hazardous waste bulking area.

Closure activities included decontamination, soil sampling, and remedial excavation of approximately 35 cy of soil. These activities satisfied the requirements of the waste management pad closure as specified in 40 CFR Part 265.111. MDNR approval of the closure was obtained in a letter dated June 27, 1991.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

AOI #71 – Burn Pile

The Burn Pile (BP) was reportedly formed from the placement of debris from Building 43 after it burned down. The historic evaluation of the BP consisted of a Phase I investigation, a Phase I excavation, a Phase II investigation, and a Phase II remedial excavation. The remedial work was completed to support the installation of Centerpoint Parkway through the eastern half of the BP. Excavation did not continue beyond what was necessary to support the Centerpoint Parkway construction. The western half of the BP is being further evaluated and is part of the proposed corrective measures for the Facility to be discussed later in this SOB.

The Phase I investigation was conducted in March 1994. A total of 76 soil borings were advanced into the native clay/till underlying the BP. Soil samples were analyzed for total lead concentrations. Several composite samples were also collected and analyzed for total lead and toxicity characteristic leaching procedure for lead.

The Phase I remedial excavation was conducted in July 1994. The eastern portion of the BP was excavated and material segregated into “potentially clean” and “potentially affected” soil stockpiles. Approximately 35,500 cy of material was excavated, segregated, and stockpiled during the Phase I remedial excavation. Approximately 32,000 cy was stockpiled as “potentially clean” soil and 3,500 cy was stockpiled as “potentially affected” soil. The analytical results for the soil samples collected from the “clean” soil indicated that it was non-hazardous, with concentrations of all compounds analyzed being below the Michigan Act 307 Type C (industrial) DCC. This clean soil was used to construct berms and other landscaping features. The analytical results for the soil samples collected from the “affected” soil indicated the soil was non-hazardous and suitable for disposal at a Michigan Type II commercial landfill.

A Phase II investigation was conducted in August 1994. The investigation was conducted to characterize the nature and extent of affected or potentially affected material remaining in the vicinity of the BP after the Phase I remedial excavation. The investigation consisted of advancing 12 soil borings and installing four monitoring wells. The affected soil identified during the Phase II investigation was further characterized as non-hazardous and suitable for disposal at a Michigan Type II commercial landfill.

The Phase II remedial excavation was conducted in October 1994. Approximately 6,500 cy of potentially affected soil was stockpiled, including material from the Phase I excavation. This material was excavated, loaded, and transported to Waste Management’s Eagle Valley Recycling and Disposal Facility in Orion, Michigan. During the excavation of affected soil, an old clay sewer was encountered. The line and associated bedding were filled with water. Approximately 30,000 gallons of water was pumped into frac tanks, sampled, and treated at the Facility’s WWTP. Verification samples were collected from the excavation during the Phase II investigation. Post-RFI investigation activities and proposed corrective measures are presented later in this SOB.

SWMU #21/AOI#75 - Former East Tank Farm

The Former East Tank Farm area was identified as a former hazardous waste storage area of approximately 4,500 square feet, housing two former vertical 10,000-gallon ignitable waste collection tanks.

The former waste storage area initially received drummed waste such as chlorinated solvents, waste paints, and waste solvents. These drummed wastes were subsequently removed and the area was used as secondary containment for the two 10,000-gallon hazardous waste storage tanks. These waste storage tanks were used for the storage of waste paint and waste solvent.

Closure activities were completed in October 1989. Excavation and disposal of 780 cy of contaminated soils was performed in February/March 1990. The MDNR approved the closure in a letter dated October 30, 1990.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

AOI #82 – Former Paint Mix Room Retention Tank

The former underground paint mix room retention tank was utilized as a secondary containment tank to collect water from the paint mix room's fire suppression deluge system. Removal activities of the tank occurred in December 1989 with the removal of a concrete pad which had overlaid the former paint mix room tank.

During the excavation of the tank area, solvent odors were identified and soil sampling from the area was performed. Analysis identified detectable levels of ethyl benzene, toluene, xylene, and methyl ethyl ketone, which were suspected to be from overfilling the tank. Approximately 465 tons of soil were excavated and disposed off-site. The soil excavation activities commenced in October 1990 and were completed in five phases, ending in June 1991. The report from the study concluded that the cleanup of the tank area met then current Michigan Act 307 Type B cleanup criteria.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

AOI #83 – DOCK 65

In July 1994, odors of paint solvent were detected in the excavated soils while in the process of installing concrete footers for a new process line. A soil and groundwater investigation documented elevated levels of volatile organic compounds in the area.

Following delineation of the extent of contamination, approximately 600 cy of impacted soils were removed during the first round of excavation. Some additional remedial excavation was conducted following the first round of verification sampling. The area was remediated to the then current Michigan Act 307 Type B criteria. The results of the final remediation were approved by the MDNR in a letter dated November 22, 1995.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

AOI #84 – Former Tank Farm Area

The former tank farm area consisted of ten USTs, varying in size from 10,000 to 24,000 gallons each. These tanks were utilized for the storage of various automotive fluids including axle lubricant, power steering fluid, engine oil, glycol, manual and automatic transmission fluid, diesel fuel and gasoline.

On October 11, 1991, a confirmed release was reported during UST excavation and removal activities. Remediation of the former tank farm area commenced in the same month and was completed in November 1994. A closure report for the area was submitted to MDNR and a closure approval of the tank farm area was presented in a letter by the MDNR dated September 18, 1995.

The soil data from this AOI were also compared to the current Michigan Part 201 generic residential and industrial criteria that are relevant to this AOI, and no concentrations exceed these criteria. Therefore, no further action is required at this AOI.

COMPLETED INTERIM MEASURES

The interim measures (IM) at the J-Lot (SWMU #30/AOI #79) and the Former Coal Pile Storage Area (SWMU #32/AOI #49) were completed concurrent with the RFI Work Plan development and implementation. Reports on both IMs were approved by U.S. EPA in correspondence dated June 11, 1998 and June 15, 2000, respectively. Additional information regarding the two IMs is presented below.

SWMU #32/AOI #49 - Former Coal Pile Storage Area

The former Coal Pile Storage Area was historically used to manage power house coal unloaded from railroad cars. The Area was identified as a suspected source of polychlorinated biphenyls (PCBs) in October 1977 in stormwater runoff to a storm sewer that emptied into a tributary of the Clinton River.

Energy conversion at the Facility from coal to natural gas was completed in August 1977. As a result, the Powerhouse, together with the former Coal Pile Storage Area, underwent decommissioning and demolition activities. The Area was addressed as an IM to support ongoing redevelopment at the Facility. The results of the IM investigation were

presented in two reports in 1991 and 2000. The IM investigation results showed that concentrations of all detected constituents were below then current Michigan Act 451, Part 201 cleanup criteria. The U.S. EPA determined that no further action was necessary for this area in correspondence dated June 15, 2000.

SWMU #30/AOI #79 - Former J-Lot Fill Area

The J-Lot is an undeveloped 8-acre parcel, located to the northwest of the corner of South Boulevard and Opdyke Road. It was identified as a SWMU based on a one-time burial of waste materials sometime between 1950 and 1955.

The nature and extent of potentially affected materials at the J-Lot was characterized through a series of investigations. Based on the results of these investigations, a work plan was developed to excavate, transport, and dispose of the impacted material from the J-Lot to an appropriate off-site landfill. Excavation activities were initiated in July 1997 and completed in September 1997. A total of 21,564 cy of impacted fill was excavated and transported off-site for disposal.

The RCRA Interim Measures Construction Certification Report, Former J-Lot Fill Area indicated that all final soil verification samples were below then current Michigan Act 451, Part 201 generic industrial DCC. The IM for the J-Lot was approved by U.S. EPA in correspondence dated June 11, 1998.

RFI ACTIVITIES

The RFI investigations and supplemental RFI activities were conducted between November 1998 and August 2000. The RFI Report was submitted in November 2000 and included information from both phases of the investigation. The RFI Report was approved by U.S. EPA in a letter dated June 27, 2005.

A summary of the SWMUs/AOIs investigated as part of the RFI is presented in the following sections. Additional information regarding each unit is presented in the RFI Report.

SWMU #33/AOI #45 – Former South Retention Pond

The Former South Retention Pond (South Pond) collected stormwater runoff from the south end of the facility and the WWTP area. As part of the Centerpoint Business Campus redevelopment program, the South Pond was back filled and redeveloped for commercial use.

In December 1998, an investigation was performed of the South Pond. A total of 12 soil samples were collected and analyzed for VOCs, metals and cyanide. The results showed that no detected concentrations of constituents were higher than the applicable MDEQ generic industrial screening criteria. Therefore, it was concluded that no remedial action was required.

Arsenic has concentrations in soil that exceed the current Michigan Part 201 generic residential DCC, but not the industrial DCC. However, the highest detected arsenic concentration at this AOL is within MDEQ's state-wide default natural background levels. Therefore, no further action is required at this AOI.

SWMU #34/AOI #46 – North Retention Pond

The North Retention Pond (North Pond) collects stormwater runoff from the northern parking lots of the Facility. As part of the redevelopment program, the North Pond was regraded, deepened, and landscaped to accommodate additional stormwater runoff from the newly constructed Centerpoint Campus-East parking lots and Campus Drive.

In December 1998, four boreholes and two sediment samples were collected from the North Pond as part of the RFI. Samples were analyzed for VOCs, SVOCs, metals PCBs and cyanide. Results of the sampling showed no detected concentrations were higher than the applicable MDEQ generic industrial screening criteria. Therefore, it was concluded that no remedial action was required.

Benzo(a)pyrene has a concentration in one sediment sample that is marginally higher than the Michigan Part 201 generic residential and industrial soil DCC (12mg/kg compared to 10 mg/kg). However, the Part 201 generic soil screening criteria are based on exposure assumptions that are quite conservative for any reasonably expected exposure to sediment in the retention pond. For example, the sediment in the pond is intermittently covered with stormwater and vegetation which would minimize contact with sediment. The area is presently fenced. Therefore, no further action is required at this AOI.

SWMU #31/AOI #54 – Former Surface Impoundment

The Former Surface Impoundment (Impoundment) was used to temporarily store wastewater during a period of WWTP repair. Since 1995, redevelopment activities in the vicinity of the impoundment have included the construction of the South Access Road and grading and landscaping during development of the Centerpoint Business Campus.

In December 1998, six boreholes and seven soil samples were collected from the impoundment for analysis. In addition, one monitoring well was installed for collection of groundwater samples. Samples were analyzed for TAL metals and or Appendix IX constituents. Results of the sampling showed detected concentrations of arsenic and lead in soil were higher than the applicable MDEQ generic industrial screening criteria. However, a site-specific risk evaluation determined that these concentrations of arsenic and lead, when considered in conjunction with the other concentrations of arsenic and lead in the area, do not pose a significant risk. No detected concentrations in groundwater were higher than the applicable industrial screening criteria.

SWMU #29/AOI #66 – Wastewater Treatment Plant

The WWTP Area currently consists of 20 open top, aboveground storage tanks located outside Building 56. The treatment tanks include tanks for the treatment of acid and general wastes, clarifiers, an equalization tank, a cleaner waste tank, and an oil skimmer tank.

In December 1998, eight boreholes were installed and nine samples were collected for analysis. Samples were analyzed for VOCs, SVOCs, PCBs, metals and cyanide. Results showed no detected concentrations were higher than the applicable MDEQ generic industrial screening criteria. Therefore, it was concluded that no remedial action was required.

SWMU #3/AOI #74 – Container Storage Area

The Container Storage Area consists of a concrete containment pad measuring approximately 50 feet wide by 100 feet long. The area is used for the temporary accumulation of 55-gallon drums containing waste solvents and sludges, as well as non-hazardous materials, from ongoing operations at the Facility.

In December 1998, six boreholes were installed and ten soil samples were collected as part of the RFI. One monitoring well was also installed later as part of the second phase of the RFI. Samples were analyzed for VOCs, SVOCs, PCBs, metals and cyanide. Results showed no detected concentrations were higher than the applicable MDEQ generic industrial screening criteria. Therefore, it was concluded that no remedial action was required.

The soil and groundwater data from this AOI were also compared to the current Michigan Part 201 generic residential soil and groundwater criteria. This comparison showed that some concentrations in soil exceed the DCC and some concentrations in groundwater exceed the DWC. However, a risk evaluation of these data conducted as part of the CMP concluded that residential cumulative cancer and noncancer risks are below U.S. EPA limits for triggering the need for corrective measures. Therefore, no further action is required at this AOI.

SUMMARY OF RESULTS AND RISK SCREENING

Data from the RFI investigations were evaluated using then current Michigan Act 451, Part 201 generic industrial and commercial II, III, and IV DCC as screening levels to identify potentially significant risks associated with chemical constituents detected in soil and groundwater. All data were later compared to current Act 451, Part 201 criteria to support the final corrective measures decision for each SWMU.

The results of the screening indicated that all analytes detected from SWMU#3/AOI #74, SWMU #29/AOI#66, SWMU #33/AOI#45, and SWMU #34/AOI#46 were below the Part 201 DCC. Detected concentrations of arsenic and lead were reported in multiple samples at SWMU #31/AOI #54 in excess of DCC. However, a site-specific risk evaluation determined that these concentrations of arsenic and lead, when considered in conjunction with the concentrations of arsenic and lead in the samples that had been collected for investigation of the Former Surface Impoundment, do not pose a significant risk.

POST-RFI ACTIVITIES

AOI #53 – Building 33 Free Product Study Area

A subsurface investigation was conducted between June 2004 and November 2004 to delineate LNAPL, soil, vapor, and groundwater impacts associated with a historical gasoline release from a former UST system at Building 33. During the course of the investigation, a second heavier (non-gasoline) LNAPL was identified in an area just east of the gasoline LNAPL beneath Building 33. Consequently, the scope of the investigation was expanded to also delineate the LNAPL, soil, and groundwater impacts associated with the second LNAPL.

A total of 32 boreholes, 17 temporary wells, and 11 permanent monitoring wells were installed from June 2004 through November 2004. Select samples from boreholes/monitoring wells were submitted for analysis of target compounds. LNAPL samples were also collected for fingerprinting characterization and lab analysis.

The horizontal extent of LNAPL in both areas has been delineated. The LNAPL in Area 1 consists of a slightly weathered gasoline with a mixture of some diesel or No. 2 fuel oil. The LNAPL in Area 2 consists of a heavier petroleum hydrocarbon with properties characteristic of a hydraulic oil or lube oil. Additional field activities are required to further delineate the vertical extent of petroleum hydrocarbon impacts in the immediate vicinity of three wells in LNAPL Area 1.

Between December 2004 and February 2005, a remedial pilot study was conducted to evaluate the effectiveness of a high vacuum multi-phase extraction (MPE) system to remediate LNAPL beneath Building 33. The pilot study was conducted in accordance with a work plan approved by U.S. EPA. LNAPL was extracted from eight existing monitoring wells contained within LNAPL Area 1. Approximately 3,097 gallons of LNAPL equivalent was recovered from all three phases (vapor-phase, dissolved-phase, and free-phase) during the pilot study.

The results of the remedial pilot study indicate that a full-scale MPE system would be an effective remedial technology for the LNAPL in Area 1. Previous attempts to use a traditional pump and treat method were ineffective in this area.

AOI #71 – Burn Pile

An investigation at the Burn Pile was conducted from August 2004 to July 2005. The purpose was to further define the extent of contamination present in the vicinity of the Burn Pile through the collection of subsurface soil and groundwater samples. The investigation was conducted in accordance with a work plan approved by U.S. EPA.

The investigation consisted of the advancement of 12 soil borings, installation of five permanent monitoring wells and seven temporary monitoring wells, collection of 17 subsurface soil samples and 18 groundwater samples, excavation of 10 test pits, and performance of three groundwater elevation measurement events. An LNAPL recovery program was also initiated to address a small amount of LNAPL encountered in monitoring well MW-1. Trace amounts of LNAPL were identified over a three month period; however, the amounts present were insufficient to recover.

Based on the results of the investigation, a further investigation was performed in March 2006 to determine the full extent of contamination and to develop appropriate corrective measures alternatives. The initial results of that investigation indicated that the LNAPL had been delineated and that no other major sources of significant contamination exists at the Burn Pile.

A notice of off-site migration has been filed with the MDEQ. Property owners have been notified of existing contamination. There are two community drinking water supply wells south of the Burn Pile (South Bloomfield Highlands Community Supply wells #1 and #2). These wells are installed at a depth of approximately 220 feet bgs. Analytical data retrieved from the MDEQ for these wells from December 2000 to April 2005, indicate that none of the constituents that have been identified at the Burn Pile have concentrations that exceed Michigan Act 451, Part 201 generic residential DWC.

EVALUATION OF PROPOSED CORRECTIVE MEASURES ALTERNATIVES

The analytical data for each SWMU/AOI were compared to current Michigan Act 451, Part 201 residential and industrial criteria (MDEQ, 2004) for the purpose of supporting decisions regarding the need for corrective measures and the type of corrective measures considered appropriate for each SWMU/AOI at the Facility.

For three SWMU/AOI Areas, no exceedances of current residential criteria were identified or the levels occurring at the SWMU/AOI were determined to be within the acceptable range of background levels for a determination of No Further Action, including no need for institutional controls. These SWMUs/AOIs include the following:

- SWMU #6/AOI #42 – Building 53 Tank Area
- AOI #44 – Building 43 Remediation Area
- SWMU #33/AOI #45 – Former South Retention Pond

For two AOIs, the corrective measures will be addressed under the closure requirements of Michigan Act 451, Part 213 dealing with leaking USTs, including institutional controls that restrict land use and groundwater use. These AOIs are:

AOI #50 – DUCO Stores
ALI #52 – Building 35 Tank Farm

A total of 12 SWMUs/AOIs have the proposed corrective measure of institutional controls that incorporates both land use restrictions and a resource restriction preventing shallow groundwater in the water table zone from being used for drinking water. Nine of these SWMUs/AOIs were determined to warrant no further action; however, institutional controls have been proposed because they are in areas of active GM operations. The 12 SWMUs/AOIs include:

AOI # 16 – Former Building 29 Tank Farm
SWMU #34/AOI #46 – North Retention Pond
SWMU #32/AOI #49 – Former Coal Pile Storage Area
SWMU #31/AOI #54 – Former Surface Impoundment
SWMU #29/AOI #66 – Wastewater Treatment Plant
AOI #69 – Container Storage Area
SWMU #3/AOI #74 – Container Storage Area
SWMU #2/AOI #75 – Former East Tank Farm
SWMU #30/AOI #79 – Former J-Lot Fill Area
AOI #82 – Former Paint Mix Room Retention Tank
AOI #83 – Dock 65
AOI #84 – Former Tank Farm Area

At AOI #50 and AOI #52, hazardous constituents occur in soils and groundwater that exceed the Michigan Act 451, Part 201 generic residential and industrial levels in those areas. At AOI #53 (Building 33), corrective measures will be needed to address LNAPL Area 1 identified beneath Building 33. At AOI #71 (Burn Pile), further investigations were conducted in March 2006 to delineate the nature and extent of contamination in soils and groundwater in that area. The data from those investigations have been used to support the development of appropriate corrective measures alternatives.

AOI #53 – Building 33 LNAPL

Two LNAPL areas (Area 1 and Area 2) have been identified beneath Building 33. Since that discovery, Building 33 has been demolished (December 2005).

Risk-based soil and groundwater cleanup criteria for the smear zone soil and perched groundwater in LNAPL Area 1 were calculated based on consideration of vapor intrusion into a hypothetical industrial/commercial building, and potential exposure of construction workers during occasional excavations that extend into the smear zone and perched groundwater. The calculated cancer and non-cancer risk-based cleanup criteria were also evaluated to determine whether the subsurface vapor concentrations in equilibrium with

these soil and groundwater concentrations could pose a potential explosion hazard. The estimated subsurface equilibrium vapor concentrations for several of the constituents in the smear zone soil were close to their LEL. Therefore, explosion is a potentially significant physical hazard and an important consideration for the remediation of LNAPL Area 1. Subsurface conditions in the area are such that corrective measures for mitigating the explosion hazard would also be expected to mitigate the potential for significant indoor health risks.

A risk-based evaluation of LNAPL Area 2 was conducted to determine whether the existing conditions in this area pose a significant risk. Potential exposures were evaluated for the same scenarios evaluated for LNAPL Area 1 and using similar exposure assumptions. Based on the evaluation of the results for LNAPL Area 2, the existing conditions do not pose a significant risk.

Based on a previous evaluation and a recent pilot study performed at AOI #53, the following corrective measures alternatives were evaluated for LNAPL Area 1 and LNAPL Area 2:

Alternative 1: Passive Recovery – Passive LNAPL recovery would be completed using absorbents, bailing, or pumping methods. The mass removal would continue to the extent practical. Long-term periodic monitoring would be implemented to ensure that residual LNAPL and soil vapors do not pose a health or explosion hazard for future use of that area. If such hazards remain following the removal of LNAPL, institutional controls would be included to ensure that if a building were to be constructed in the area, proper engineering controls would be provided to mitigate these hazards. The recovered product would be characterized and transported off-site for fuel blending or disposal, as appropriate.

Alternative 2: Multi-Phase Extraction (MPE) – LNAPL recovery would be implemented using MPE with pneumatic airlift and pneumatic fracturing. Vertical extraction wells would be installed to establish an extraction network that fully covers the aerial extent of the plume. This option would aggressively recover LNAPL to the extent practical and stimulate aerobic biodegradation of the residual free product through the injection of air during the pneumatic fracturing process. Long-term periodic monitoring would be implemented to ensure that residual LNAPL and soil vapors do not pose a hazard (i.e., health based risk or explosion hazards) for future use of the area. If such hazards remain following the removal of LNAPL, institutional controls would be included to ensure that if a building were to be constructed in the area, proper engineering controls would be provided to mitigate those hazards. MPE would be expected to recover much larger quantities of LNAPL over a much shorter time period than Alternative 1. The cost of Alternative 2 would be more than Alternative 1 but less than Alternative 3.

Alternative 3: Soil Excavation/Removal of LNAPL – Soil and LNAPL in this area would be excavated, characterized, and transported off-site for proper disposal such that explosion hazards are reduced to acceptable levels. Alternative 3 would be the most immediate corrective measure compared with Alternative 1 and 2. However, removal of

LNAPL via excavation is not practical or completely effective and would represent the most expensive alternative.

Proposed Alternatives: The proposed alternatives are Alternative 1 (Passive Recovery for LNAPL Area 2) and Alternative 2 (MPE for LNAPL Area 1). Institutional controls, including land use restrictions and restricting groundwater from being used as a drinking water source, will also be imposed at AOI #53.

AOI #71 – Burn Pile

Based on investigations of this area in 2004 and 2005, there are exceedances of Michigan Act 451, Part 201 generic residential and industrial PSIC, VSIC, DCC, and SVIIC in the soil. In addition, there are exceedances of the generic residential and industrial DWC and Groundwater Contact Criteria (GCC). Supplemental field investigations were conducted in March 2006 to define the extent of contamination and determine appropriate corrective measures alternatives. The initial results of the supplemental investigations indicated that the LNAPL had been delineated and that no other major sources of contamination exist at AOI #71. Potential corrective measures alternatives for this area include one or more of the following:

- institutional controls with long-term groundwater monitoring and passive recovery of LNAPL from well MW-1;
- hydraulic containment;
- engineered soil cover; and/or,
- excavation and off-site disposal.

An evaluation of the above corrective measures alternatives is presented below:

Alternative 1: Institutional Controls with Long-Term Monitoring and Passive Recovery of LNAPL - Institutional controls would be imposed, including a land use restriction for commercial/industrial use and a restriction preventing shallow groundwater from being used as a drinking water source. This approach would be consistent with the fact that AOI #71 is within GM's area of active industrial operations at the Facility. In addition, long-term periodic monitoring would be implemented to ensure the remaining constituents do not pose a hazard for future use of this area and that contaminated groundwater is stabilized. Passive recovery of LNAPL from monitoring well MW-1, for the duration that recovery is practical, would be performed using absorbents, bailing, or pumping methods as part of the periodic monitoring of LNAPL thickness in MW-1. Passive recovery would be expected to recover small quantities of LNAPL over a longer time period when recovery is practical. Alternative 1 would be the lowest cost alternative.

Alternative 2: Hydraulic Containment - A slurry wall, groundwater collection trench, or extraction wells (possibly in combination) would be installed to prevent further migration of impacted shallow groundwater from the Facility. The containment system would be installed on the eastern and southern boundaries of the Facility. The collected groundwater would subsequently be treated as necessary. Long-term groundwater monitoring of downgradient monitoring wells would be performed. Alternative 2 would be more costly than Alternatives 1 and 3 but less than Alternative 4.

Alternative 3: Engineered Soil Cover - An engineered soil cover would be installed over all or a portion of the area to minimize precipitation infiltration and to prevent direct contact with any impacted soils. It would also limit the amount of impacted perched groundwater accumulating in the shallow zone. The cost of Alternative 3 would be less than Alternatives 2 and 4 but more than Alternative 1.

Alternative 4: Excavation and Off-Site Disposal - Soil and LNAPL in this area would be completely excavated, characterized, and transported off site for disposal. This Alternative would be the most immediate and would likely remove all contamination but would be impractical and the most expensive alternative.

Proposed Alternative: The proposed alternative for the Burn Pile is Alternative 1, which includes imposition of institutional controls on land and groundwater use. Long-term monitoring of the groundwater would be conducted to ensure the remaining constituents do not pose a hazard for future use of the Facility and to ensure that migration of contaminated groundwater is stabilized. Passive removal of LNAPL from MW-1 would be conducted for the duration that recovery is practical. This alternative would provide sufficient protection of human health and the environment based on an evaluation of the historical data summarized in the Burn Pile Phase 3 Investigation Report and Phase 4 Work Plan, and a preliminary review of the March 2006 investigation. In the event that the final evaluation of the results of the March 2006 investigation would indicate the presence of any potentially significant risk beyond that identified based on the prior data, then Alternative 2, 3 or 4 would be proposed unless other more appropriate corrective measures become necessary.

SUMMARY OF PROPOSED CORRECTIVE MEASURES

The proposed corrective measures for each SWMU/AOI are listed below:

<u>SWMU/AOI</u>	<u>Corrective Measure</u>
AOI #16 – Former Building 29 Tank Farm	Institutional Controls
SWMU #6/AOI #42 – Building 53 Tank Area	No Further Action
AOI #44 – Building 43 Remediation	No Further Action
SWMU #33/AOI #45 – Former South Retention Pond	No Further Action
SWMU #34/AOI #46 – North Retention Pond	Institutional Controls
SWMU #32/AOI #49 – Former Coal Pile Storage Area	Institutional Controls
AOI #50 – DUCO Stores	Closure Under Mich. Act 451,

AOI # 52 – Building 35 Tank Farm	Part 213 and Institutional Controls Closure Under Mich. Act 451, Part 213 and Institutional Controls
AOI #53 – Building 33 LNAPL	MPE for LNAPL Area 1, Passive Recovery for LNAPL Area 2, Long-Term Monitoring and Institutional Controls
SWMU #31/AOI #54 – Former Surface Impoundment	Institutional Controls
SWMU #29/AOI #66 – Wastewater Treatment Plant	Institutional Controls
AOI #69 – Container Storage Area	Institutional Controls, passive recovery from MW-1 and long-term monitoring
AOI #71 – Burn Pile	
SWMU #3/AOI #74 – Container Storage Area	Institutional Controls
SWMU #2/AOI #75 – Former East Tank Farm	Institutional Controls
SWMU #30/AOI #79 – Former J-Lot Area	Institutional Controls
AOI #82 – Paint Mix Room Retention Tank	Institutional Controls
AOI #83 – Dock 65	Institutional Controls
AOI #84 – Former Tank Farm Area	Institutional Controls

GENERAL REMEDY STANDARDS

1. Overall Protection – Through the proposed final corrective measures, overall protection will be achieved through institutional controls for select areas and remedial activities such as passive recovery and MPE proposed for AOI #53. Where appropriate, long-term groundwater monitoring is proposed to ensure subsurface conditions are consistent with the current understanding of Facility conditions and to monitor potential health and safety hazards.
2. Attainment of Media Cleanup Standards – The proposed corrective measures are generally based on the use of Michigan Act 451, Part 201 generic cleanup criteria as media cleanup standards. For select AOIs, media cleanup standards are based on risk calculations performed consistent with U.S. EPA methodology.
3. Controlling the Source – Free-phase LNAPL will be removed to the extent practical where risk to human health is present.
4. Compliance With Applicable Standards For Waste Management – A waste management plan will be prepared for the Facility. All waste disposal for the chosen alternatives will be managed in accordance with applicable standards.

REMEDY DECISION FACTORS

1. Long-term Reliability and Effectiveness – The proposed corrective measures for each area are reliable, long-term, and effective methods to address these areas based on standard engineering practices.
2. Reduction of Toxicity, Mobility, or Volume of Wastes – LNAPL will be removed to the extent practical.
3. Short-term Effectiveness – The proposed corrective measures will be effective in the short-term in achieving protection of human health and the environment. Long-term monitoring will be implemented at Building 33 and the Burn Pile, if required, to ensure the proposed corrective measures are effective in the long term.
4. Implementation – The proposed corrective measures for each area can be readily implemented with no impact to the surrounding community.
5. Costs – The cost of the proposed corrective measures for each area is within an acceptable range.

PUBLIC PARTICIPATION

The U.S. EPA is soliciting comments from the public on corrective measures alternatives presented in this document for the GM facility. The U.S. EPA has scheduled a public comment period of 45 days from June 5, 2006 to July 21, 2006, in order to encourage public participation in the decision process. During the public comment period, the U.S. EPA will accept written comments on the proposed action. The public may submit written comments, questions, and request a public meeting at the following address:

Mr. Daniel Patulski
Environmental Protection Agency
77 West Jackson Boulevard, DW-8J
Chicago, Illinois 60604
Telephone No. (312) 886-0656
patulski.daniel@epa.gov

The administrative record is available for review at the following two locations:

Pontiac Public Library
60 East Pike Street
Pontiac, Michigan

and

United States Environmental Protection Agency

77 West Jackson Boulevard, DW-8J
Chicago, Illinois 60604
Attention: Daniel Patulski

After U.S. EPA's consideration of the public comments that are received, they will be summarized and responses will be provided in a Response to Comments and Final Decision Document. This document will be drafted after the conclusion of the public comment period and will be incorporated into the administrative record.